

PROPOSED

ORDINANCE NO.

1 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, PERTAINING TO THE DOMESTIC PARTNERSHIP ORDINANCE,
3 THE PREVAILING WAGE ORDINANCE, AND THE LIVING WAGE ORDINANCE;
4 AMENDING SECTIONS 16½-157, 26-5, AND 26-102 THROUGH 26-104 OF THE
5 BROWARD COUNTY CODE OF ORDINANCES ("CODE") TO COMPLY WITH
6 SECTION 218.077, FLORIDA STATUTES; REPEALING THE LIVING WAGE
7 ADVISORY BOARD AND SECTION 26-105 OF THE CODE; AND PROVIDING FOR
8 SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

9 (Sponsored by the Board of County Commissioners)

10
11 WHEREAS, Chapter 2024-80, Laws of Florida, amended Section 218.077, Florida
12 Statutes, effective September 30, 2026, regarding the permissible scope of wage and
13 employment benefit conditions a political subdivision may impose through its procurement
14 and contracting procedures;

15 WHEREAS, as amended, Section 218.077 prohibits political subdivisions from
16 imposing minimum wage or employment benefits requirements not otherwise required by
17 state or federal law for contracts entered into on or after September 30, 2026;

18 WHEREAS, Chapter 2024-80 expressly provides that the amendments to
19 Section 218.077 do not impair any contract entered into before September 30, 2026; and

20 WHEREAS, the Board of County Commissioners finds it in the public interest to
21 amend the Domestic Partnership Ordinance, Prevailing Wage Ordinance, and Living

22 Wage Ordinance to preserve the legal enforceability of the Ordinances for contracts
23 entered into prior to September 30, 2026,

24 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
25 BROWARD COUNTY, FLORIDA:

26 Section 1. Section 16½-157 of the Broward County Code of Ordinances is
27 hereby amended to read as follows:

28 **Sec. 16½-157. County contractors providing equal benefits for domestic partners.**

29 (a) Applicability.

30 (1) Effective September 30, 2026, Sections 16½-157(b) through (e) shall not
31 apply to any contract awarded or entered into on or after September 30,
32 2026, and shall thereafter be of no further force or effect except as provided
33 in Section 16½-157(a)(2).

34 (2) Sections 16½-157(b) through (e) shall apply only to contracts awarded or
35 entered into prior to September 30, 2026, as such contracts may be
36 amended from time to time, including the continuation of such contracts for
37 any optional renewal or extension terms included in the applicable contract
38 prior to September 30, 2026, to the fullest extent permitted by and
39 consistent with Section 218.077, Florida Statutes, as amended.

40 (3) Section 16½-157 shall be interpreted in accordance with Section 218.077,
41 Florida Statutes, as amended.

42 ~~(a)~~ (b) *Contractor Offering Benefits.* Except where federal or state law mandates
43 to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation
44 shall provide benefits to Domestic Partners of its employees on the same basis as it

45 provides benefits to employees' spouses. Benefits include the types of benefits described
46 in sSection 16½-156 of this Act.

47 ~~(b)~~ (c) *Certification of Contractor.* As part of the competitive solicitation and
48 procurement process a Contractor seeking a Contract covered by paragraph (a) above
49 shall certify that upon award of a Contract it will provide benefits to Domestic Partners of
50 its employees on the same basis as it provides benefits to employees' spouses. The
51 certification shall be in writing and signed by an authorized officer of the Contractor.
52 Failure to provide such certification shall result in a Contractor being deemed non-
53 responsive.

54 ~~(e)~~ (d) *Exceptions to Contractor Offering Benefits.* The provisions of this section
55 shall not apply where:

- 56 (1) The Contractor does not provide benefits to employees' spouses;
- 57 (2) The Contractor provides an employee the cash equivalent of benefits
58 because the Contractor is unable to provide benefits to employees'
59 Domestic Partners despite making reasonable efforts to provide them. To
60 meet this exception, the Contractor shall provide a notarized affidavit that it
61 has made reasonable efforts to provide such benefits. The affidavit shall
62 state the efforts taken to provide such benefits and the amount of the cash
63 equivalent. Cash equivalent means the amount of money paid to an
64 employee with a Domestic Partner rather than providing benefits to the
65 employee's Domestic Partner. The cash equivalent is equal to the
66 employer's direct expense of providing benefits to an employee's spouse;

- 67 (3) The Contractor is a religious organization, association, society, or any
68 non-profit charitable or educational institution or organization operated
69 supervised or controlled by or in conjunction with a religious organization,
70 association, or society;
- 71 (4) The Contractor is a governmental agency;
- 72 (5) More than one response to a competitive solicitation is received, but the
73 responses ~~indicates~~ indicate that none of the prospective vendors can
74 comply with the requirements of this section;
- 75 (6) The provisions of this section would violate the laws, rules, or regulations of
76 federal or state law (for example, ~~§~~Section 287.055, Florida Statutes,
77 Consultants' Competitive Negotiation Act);
- 78 (7) The provisions of this section would violate or be inconsistent with the terms
79 or conditions of a grant or contract with the United States or the State of
80 Florida; or
- 81 (8) The Board waives the requirements of this section in the best interests of
82 the County.
- 83 ~~(d)~~ (e) *Contracts*. Every Contract, unless otherwise exempt from this section, shall
84 contain language that obligates the Contractor to comply with the applicable provisions
85 of this section. The Contract shall include provisions for the following:
- 86 ~~(i)~~ (1) The Contractor certifies and represents that it will comply with this section
87 during the entire term of the Contract.

88 (ii) (2) The failure of the Contractor to comply with this section shall be deemed to
89 be a material breach of the eContract, entitling the County to pursue any
90 remedy stated below or any remedy provided under applicable law.

91 (iii) (3) The County may terminate the Contract if the Contractor fails to comply with
92 this section.

93 (iv) (4) The County may retain all monies due or to become due until the Contractor
94 complies with this section.

95 (v) (5) The Contractor may be subject to debarment or suspension proceedings.
96 Such proceedings will be consistent with the procedures in Chapter 21 of
97 the Broward County Administrative Code.

98 (e) ~~Applicable Dates. This section shall be applicable to Contracts awarded~~
99 ~~pursuant to competitive solicitations issued after the effective date of this ordinance.~~

100 Section 2. Section 26-5 of the Broward County Code of Ordinances is hereby
101 amended to read as follows:

102 **Sec. 26-5. Rate of wages, fringe benefits on County construction contracts.**

103 (a) *Definitions.* As used in this section, unless otherwise specified, the following
104 terms shall have the following meanings:

105 *Contractor* means any individual, firm, corporation, partnership, company,
106 association, joint venture, or other entity that is responsible for the construction, alteration,
107 repair, demolition, reconstruction, or other improvements specified in the Construction
108 Contract.

109 *Construction Contract* means a contract to which Broward County is a party that
110 requires more than two hundred fifty thousand dollars (\$250,000) of construction,

111 alteration, repair, demolition, reconstruction, or any other improvements, including leases
112 requiring a tenant of Broward County, at the tenant's expense to make such
113 improvements meeting the dollar threshold stated above.

114 *Prevailing wage* means the wage rate and fringe benefits, or cash equivalent, paid
115 to workers employed by any Contractor or Subcontractor engaged in similar work within
116 a particular trade or occupation, as established for Broward County, Florida, by the
117 Federal Register.

118 *Subcontractor* means an individual, firm, corporation, partnership, company,
119 association, joint venture, or other entity that provides services through a Contractor for
120 all or any portion of a Construction Contract.

121 *Worker* means an individual employed by a Contractor or Subcontractor to perform
122 manual or physical labor, or other work of a craft traditionally recognized as construction
123 work by custom and usage in the construction industry, at the worksite in connection with
124 a Construction Contract. The term "worker" excludes those persons whose work is
125 primarily administrative, professional, or managerial.

126 (b) *Applicability.*

127 (1) Effective September 30, 2026, Section 26-5 shall not apply to any
128 Construction Contract awarded or entered into on or after September 30,
129 2026, and shall be of no further force or effect except as provided in
130 Section 26-5(b)(2).

131 (2) Section 26-5 shall continue to apply to all Construction Contracts awarded
132 or entered into prior to September 30, 2026, as such contracts may be
133 amended from time to time, including the continuation of such contracts for

134 any optional renewal or extension terms included in the applicable contract
135 prior to September 30, 2026, to the fullest extent permitted by and
136 consistent with Section 218.077, Florida Statutes, as amended.

137 (3) Section 26-5 shall be interpreted in accordance with Section 218.077,
138 Florida Statutes, as amended.

139 ~~(b)~~ (c) *Prevailing Wage Requirement.*

140 Every Construction Contract shall require that Workers be paid no less than the
141 prevailing wage most recently published by the U.S. Department of Labor in the Federal
142 Register as of the earlier of the following two events: (1) bid submittal by the Contractor;
143 or (2) the effective date of the Construction Contract.

144 ~~(e)~~ (d) *Notice Requirement.* On or before the date any Worker commences work
145 on a Construction Contract, the Contractor must post a notice at a prominent location on
146 the worksite stating the requirements of this section.

147 ~~(d)~~ (e) *Exceptions.*

148 (1) *Federal Funding.* This section does not apply to construction contracts that
149 are subject to the provisions of the Davis-Bacon Act (40 U.S.C. § 3141,
150 et seq.). For such contracts the minimum wages to be paid to the various
151 classes of workers shall be the wages as determined by the Secretary of
152 Labor in accordance with the Davis-Bacon Act.

153 (2) *Other Funding.* This section does not apply to public works projects that are
154 subject to Section 255.0992, Florida Statutes.

155 (3) *Development Agreement.* This section does not apply to any contract in
156 which Broward County requires the construction of certain improvements,

157 including, but not limited to, road construction, as an express condition of
158 issuing a development permit.

159 (4) *Broward County Employees.* This section does not apply to any
160 construction project performed by Broward County utilizing its own
161 employees.

162 Section 3. Section 26-100 of the Broward County Code of Ordinances is hereby
163 amended to read as follows:

164 **Sec. 26-100. Title; and legislative findings; and applicability.**

165 (a) *Title.* Sections 26-100 through ~~26-105~~ 26-104 of Article VII of Chapter 26,
166 Broward County Code, may be cited as the “Broward County Living Wage Ordinance” or
167 the “Living Wage Ordinance.”

168 (b) *Legislative findings.* The County awards contracts and leases County
169 property to private companies to provide services to the County and the public. The
170 County has a proprietary interest in the work performed by employees of County service
171 contractors, airline service providers, subcontractors, and County lessees. The wages
172 paid to these employees are often not enough for them to support and care for their
173 families, thereby inhibiting employee retention and negatively impacting the quantity and
174 quality of services rendered by these employees to the County and the public.

175 (c) *Applicability.*

176 (1) Effective September 30, 2026, Sections 26-100 through 26-104 of the Living
177 Wage Ordinance shall not apply to any service contract awarded or entered
178 into on or after September 30, 2026, and shall thereafter be of no further
179 force or effect except as provided in Sections 26-100(c)(2) and (c)(3).

- 180 (2) Effective September 30, 2026, Sections 26-100 through 26-104 of the Living
181 Wage Ordinance shall continue to apply to all service contracts awarded or
182 entered into prior to September 30, 2026, as such contracts may be
183 amended from time to time, including the continuation of such contracts for
184 any optional renewal or extension terms included in the applicable contract
185 prior to September 30, 2026, to the fullest extent permitted by and
186 consistent with Section 218.077, Florida Statutes, as amended. All
187 contractual obligations in such contracts relating to the Living Wage
188 Ordinance shall continue to apply in full force and effect.
- 189 (3) Notwithstanding Sections 26-100(c)(1) and (2), the Living Wage Ordinance
190 shall continue to apply to the County regarding County employees under
191 the County pay plan as stated in Section 26-102(c).
- 192 (4) The provisions of this Section 26-100(c) supersede the provisions of any
193 other section in this article.

194 Section 4. Section 26-102 of the Broward County Code of Ordinances is hereby
195 amended to read as follows:

196 **Sec. 26-102. Living wage.**

197 . . .

198 (†) (i) *Inconsistency with Applicable Law or Collective Bargaining Agreement.* The
199 provisions of the Living Wage Ordinance shall not be applicable to the extent they conflict
200 with federal or state law. This article shall be interpreted in accordance with
201 Section 218.077, Florida Statutes, as amended. Additionally, nothing in the Living Wage
202 Ordinance shall require the payment of any wage where the applicable covered employee

203 is a member of a collective bargaining unit that has collectively bargained for a higher
204 wage.

205 Section 5. Section 26-105 of the Broward County Code of Ordinances is hereby
206 repealed in its entirety.

207 Section 6. Severability.

208 If any portion of this Ordinance is determined by any court to be invalid, the invalid
209 portion will be stricken, and such striking will not affect the validity of the remainder of this
210 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
211 legally applied to any individual, group, entity, property, or circumstance, such
212 determination will not affect the applicability of this Ordinance to any other individual,
213 group, entity, property, or circumstance.

214 Section 7. Inclusion in the Broward County Code of Ordinances.

215 It is the intention of the Board of County Commissioners that the provisions of this
216 Ordinance become part of the Broward County Code of Ordinances as of the effective
217 date. The sections of this Ordinance may be renumbered or relettered and the word
218 "ordinance" may be changed to "section," "article," or such other appropriate word or
219 phrase to the extent necessary to accomplish such intention.

220 Section 8. Effective Date.

221 This Ordinance is effective as of the date provided by law.

ENACTED

PROPOSED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Adam Katzman 05/28/2026
Adam K. Katzman (date)
Deputy County Attorney

AMK/jl
Wage Ordinance Amendments
05/28/2026
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Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.