

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

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

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

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

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

(a) Applicability.

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

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

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

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

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

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

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

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

(3) The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

(4) The Contractor is a governmental agency;

(5) More than one response to a competitive solicitation is received, but the responses ~~indicates~~ indicate that none of the prospective vendors can comply with the requirements of this section;

(6) The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, ~~§~~Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act);

(7) The provisions of this section would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or the State of Florida; or

(8) The Board waives the requirements of this section in the best interests of the County.

~~(d)~~ (e) *Contracts*. Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

~~(i)~~ (1) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Applicability.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Applicability.*

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

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

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

Sec. 26-102. Living wage.

...

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

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

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

Section 6. Severability.

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

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

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