

ORDINANCE NO. C-18-33

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING SECTION 2-187 OF THE CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, PROVIDING THAT THE CITY WILL ENTER INTO CONTRACTS FOR THE PURCHASE OF GOODS OR SERVICES EXCEEDING ONE HUNDRED THOUSAND DOLLARS ONLY WITH VENDORS THAT OFFER THE SAME HEALTH BENEFITS TO THE DOMESTIC PARTNERS OF THEIR EMPLOYEES AS ARE OFFERED THEIR EMPLOYEES' SPOUSES, PROVIDING FOR WAIVERS, AND PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCE PROVISIONS, AND AN EFFECTIVE DATE.

WHEREAS, on September 6, 2017, the City Commission adopted Ordinance No. C-17-26, the City of Fort Lauderdale Procurement Ordinance ("Procurement Ordinance"), which is codified at Section 2-171 *et seq.*, Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, Subsection 2-187(a) of the Procurement Ordinance provides in part, "Contractors doing business with the city shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.";

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That Section 2-187 of the Code of Ordinances of the City of Fort Lauderdale, Florida, is amended to provide as follows:

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- (a) Contractors doing business with the city shall not discriminate against their employees based on the employee's race, color, religion, gender, ~~(including gender identity, or gender expression)~~, marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.
- (b) Except as otherwise provided by state or federal law or by grant agreement, the City will enter into contracts for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000) only with vendors that offer the same health benefits to the domestic partners of their employees as are offered their employees' spouses or that offer their employees the cash equivalent of such health benefits because the vendor is unable to provide health benefits to employees' domestic partners.
- (1) For the purpose of this section, the term "domestic partner" is defined as an unmarried natural person who is at least eighteen years of age who is not a party to an incestuous relationship, including those described in Section 741.21, Florida Statutes (2018), as may be amended or revised, and who shares a residence with the vendor's employee as evidenced by (i) the same residential address on a valid driver license or state identification card; or (ii) joint ownership of Florida homestead property as joint tenants with right of survivorship with both owners having been granted a homestead exemption on that property, or the equivalent under the laws of another state or territory of the United States; or (iii) joint ownership of Florida homestead property as tenants in common with both owners having been granted a homestead exemption on that property or the equivalent under the laws of another state or territory of the United States; or (iv) a lease showing the domestic partners as co-lessee residents of residential real property.

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(2) For the purpose of this section, the term "cash equivalent" is defined as 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.

- (c) Contracts. Every contract exceeding one hundred thousand dollars (\$100,000.00), or in the case of a term contract, exceeding one hundred thousand dollars (\$100,000) per term, not 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) The contractor certifies and represents that it will comply with this section during the entire term of the contract.
 - (ii) The failure of the contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the city to pursue any remedy stated below or any remedy provided under applicable law.
 - (iii) The city may terminate the contract if the contractor fails to comply with this section.
 - (iv) The city may retain all monies due or to become due until the contractor complies with this section.
 - (v) The contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of this code.
- (d) The chief procurement officer may waive the provisions of subsection (b) and subsection (c) to the extent subsection (c) requires domestic partner parity contract language, for purchases enumerated in subsection 2-176(e).
- (e) The city commission may waive by resolution the provisions of subsection (b) and subsection (c) to the extent subsection (c) requires domestic partner parity contract language, upon a finding

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by the city commission that it would be in the city's best interest to do so.

SECTION 2. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith, be and the same are hereby repealed.

SECTION 4. That this ordinance shall be in full force and effect upon final passage.

PASSED FIRST READING this the 9th day of October, 2018.

PASSED SECOND READING this the _____ day of _____, 2018.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
JEFFREY A. MODARELLI

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