

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 6, 2014 ☐ Consent ☒ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve on preliminary reading and advertise for Public Hearing on May 20, 2014 at 9:30 a.m.: an Ordinance of the Board of County Commissioners of Palm Beach County, amending Palm Beach County Code Chapter 2, Article IV, Division 3, (the Palm Beach County Living Wage Ordinance) (Ordinance 2003-004, as amended by Ordinance 2004-002 and Ordinance 2011-004) amending Sections 2-148 Definitions, 2-149 Living wage, 2-150 Implementation, and 2-150.1 Compliance and enforcement, for the inclusion of Paratransit Transportation Services; providing for repeal of laws in conflict; providing a savings clause; providing for severability; providing for inclusion in the code of laws and ordinances; providing for enforcement, penalty and captions; and providing for an effective date.

Summary: At the February 25, 2014, Board of County Commissioners' Workshop, concerning the upcoming Request for Proposals (RFP) for Palm Tran Connection paratransit services, the Board directed Staff to prepare an amendment to the Palm Beach County Living Wage Ordinance to extend its provisions to contractors awarded contracts for the provision of paratransit transportation services and their subcontractors. Currently, the Ordinance applies only to construction contracts. Countywide (JM/DR)

Background and Justification: The Palm Beach County Living Wage Ordinance, first enacted by the Board in 2003, establishes a living wage that must be paid to all employees of contractors and subcontractors working on County contracts for construction related services. Since its enactment, the living wage rate has been raised from \$9.75/hr to the current rate of \$11.64/hr. in accordance with the annual rate adjustment determined by inflation. The proposed revisions will make the Ordinance applicable to contractors awarded contracts for the provision of paratransit transportation services and their subcontractors.

Attachment:

1. Ordinance amending the Palm Beach County Living Wage Ordinance

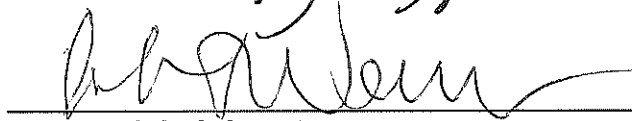
Recommended by:


Assistant County Administrator

Date

5/1/14

Approved by:


County Administrator

Date

4/28/14

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
# Additional FTE Positions (Cumulative)	0	0	0	0	0
Is Item Included in Current Budget:	Yes	_____	No	_____	_____

Budget Account No: _____

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

OFMB Fiscal:

OFMB

Legal Sufficiency:

Assistant County Attorney

Contract Development & Control:

Contract Development & Control

Other Department Review:

Department Director

1 **WHEREAS**, the Board of County Commissioners, pursuant to Chapter
2 125, Florida Statutes, that establishes the right and power of counties to provide for
3 the health and welfare of its residents and authorizes counties to adopt ordinances
4 to exercise such powers in a manner consistent with general and special law, has
5 enacted the Palm Beach County Living Wage Ordinance as set out in Chapter 2,
6 Article IV, Division 3 of the Palm Beach County Code, and

7 **WHEREAS**, the Board of County Commissioners now desires to amend
8 the Palm Beach County Living Wage Ordinance to include Paratransit
9 Transportation Services as defined in Section 2-148, and

10 **WHEREAS**, the Board of County Commissioners hereby determines the
11 Palm Beach County Living Wage Ordinance, as amended, will serve the economic
12 interests of its working citizens by assuring them a living wage,

13 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF**
14 **COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,**
15 **that:**

16 **Section 1. PALM BEACH COUNTY CODE SECTIONS 2-148 THROUGH 2-**
17 **150.1 ARE AMENDED AS FOLLOWS** (deletions are stricken through and
18 additions are underlined):

19 **Sec. 2-148. Definitions.**

20 For purposes of this division, the following definitions shall apply:

21
22 *Construction* means the actual process of building, altering, improving,
23 demolishing, or major repairing or renovating of any county road or county
24 building. "Construction" does not include routine road maintenance or routine
25 building maintenance.

1 *Construction contract* means a deliberate verbal or written agreement between
2 two (2) or more competent parties to perform or not perform a specific act or
3 acts or any type of agreement, regardless of what it is called, for the
4 procurement of construction that is solicited and purchased by the county, that
5 has a total contract value exceeding one hundred thousand dollars
6 (\$100,000.00), and that is not subject to the Davis-Bacon Act or any related act
7 or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

8 *Construction department* means the county department that solicits and
9 procures construction-related services from a non-county employer pursuant to
10 a construction contract.

11 *Construction-related services* means any service, other than a professional
12 service as defined by the county purchasing ordinance, consisting of work or
13 labor performed directly upon the site of work and directly related to
14 construction.

15 *County* means the Board of County Commissioners of the county or any of its
16 authorized representatives pursuant to ordinance, resolution, or administrative
17 code.

18 *County building* means any county-owned structure or building that encloses
19 space used for sheltering any occupancy, as determined by the director of the
20 purchasing department.

21 *County employee* means any person employed by the county as a regular full-
22 time or regular part-time employee, who is under the county pay plan and
23 drawing a salary or wages from the county.

24 *County road* means any street, road, highway, or other way dedicated to public
25 use and open to travel by the public generally, that is listed in the county road
26 maintenance inventory as compiled and updated by the right-of-way
27 acquisition section of the county engineering department.

1 *Covered services* are any services that are subject to the requirements of this
2 division. "Covered services" means:

- 3 (1) Construction-related services performed by non-county employees.
- 4 (2) Paratransit transportation services performed by non-county employees.
- 5 (3) Any services performed by county employees within the scope of their
6 county employment.

7 *General contractor* means any non-county employer that enters into a
8 construction contract directly with the county.

9 *Living wage* means, as of October 1, 2013, a minimum wage of ~~\$9.57~~ \$11.64
10 per hour. The living wage shall be adjusted annually as provided for in this
11 division.

12 *Non-county employee* means all ~~any~~ persons employed by a non-county
13 employer, either full-time or part-time, ~~to directly provide in the performance~~
14 of a paratransit contract or to provide construction-related services to the
15 county.

16 *Non-county employer* means any for-profit individual, business entity,
17 corporation, partnership, limited liability company, joint venture, or similar
18 business, that:

- 19 (1) Provides paratransit transportation services or construction-related
20 services directly for the benefit of the county pursuant to a ~~construction~~
21 contract or subcontract entered into through a competitive bid process,
22 informal bids, requests for proposals, some form of solicitation,
23 negotiation, or agreement, or any other decision to enter into a contract;
24 and

1 (2) Is paid directly or indirectly, in whole or in part, from the county's
2 general fund or one (1) or more of the county's capital project funds,
3 special revenue funds, or any other funds.

4 Paratransit transportation services means shared ride, door-to-door
5 transportation services provided to individuals with disabilities who are
6 unable, as the result of their disability, to access the county's fixed route
7 public transit system and who are qualified to receive paratransit services
8 under the county's American with Disabilities Act (ADA) Program. The
9 term also includes, for the purposes of the county's provision of paratransit
10 services, shared ride, door to door transportation services provided to
11 eligible individuals under the county's Division of Senior Services (DOSS)
12 Program and shared ride, door to door transportation services provided by
13 the county, as the designated community transportation coordinator, to
14 individuals eligible for services under the Transportation Disadvantaged
15 Program.

16 Paratransit contract means a deliberate verbal or written agreement
17 between two (2) or more competent parties to perform or not perform a
18 specific act or acts or any type of agreement, regardless of what it is called,
19 for the provision of paratransit transportation services that is solicited and
20 purchased by the county, that has a total contract value exceeding one
21 hundred thousand dollars (\$100,000.00), and that is not subject to any
22 Federal law that requires the payment of federally established wage rates.

23 Prime contractor means the legal entity, be it a general contractor or
24 contractor providing paratransit transportation services, which enters into a
25 direct contract with the county for paratransit transportation services or
26 construction-related services.

1 *Purchasing department* means the Palm Beach County Purchasing
2 Department.

3 *Routine building maintenance* means minor tasks and associated repairs to
4 county buildings necessary to maintain safe and efficient structures.
5 "Routine building maintenance" includes but is not limited to: custodial
6 services; cleaning and minor repairs of any interior or exterior component;
7 and other similar activities as determined by the director of the purchasing
8 department.

9 *Routine road maintenance* means minor tasks and associated repairs to
10 county roads necessary to maintain a safe and efficient transportation
11 system. "Routine road maintenance" includes but is not limited to:
12 pavement patching; shoulder repair; cleaning and repair of drainage ditches,
13 traffic signs and traffic signals; mowing; pavement striping; litter cleanup;
14 and other similar activities as determined by the director of the purchasing
15 department.

16 *Subcontractor* means any non-county employer that enters into a paratransit
17 contract or construction contract with an entity other than the county.

18 **Sec. 2-149. Living wage.**

19 (a) *Living wage paid.* The county shall pay the living wage to all county
20 employees providing any services within the scope of their county
21 employment. Non-county employers shall pay the living wage to all non-
22 county employees ~~directly providing construction-related services.~~

23 (b) *Annual living wage adjustment.* The county shall adjust the living
24 wage annually as follows:

25 (1) The county shall adjust the living wage for county employees by
26 using the same procedure used for the county's annual across-the-board

1 wage adjustment. If a collective bargaining agreement with the county
2 specifies an annual across-the-board wage adjustment procedure, the
3 county shall use that procedure to adjust the living wage for those county
4 employees covered by the collective bargaining agreement.

5 (2) The county shall adjust the living wage for non-county employees
6 by using the U. S. City Average Consumer Price Index for Urban Wage
7 Earners and Clerical Workers (CPI-W) which is calculated and published
8 monthly by the Bureau of Labor Statistics of the U.S. Department of
9 Labor. Each annual living wage adjustment shall take effect on the first
10 day of October, ~~and the first adjustment shall take effect on October 1,~~
11 ~~2004.~~ Inflation shall be calculated as the difference, expressed as a
12 percentage, between the average monthly CPI-W for the current period,
13 defined as the previous twelve-month calendar year ending December 31,
14 and the average monthly CPI-W for the prior period, defined as the
15 twelve-month calendar year preceding the current period. The difference
16 shall be converted to a percentage of the average monthly CPI-W for the
17 prior period, and this percentage shall be applied to the living wage to
18 arrive at the living wage adjustment.

19 (c) *Certification required.* Before entering into any paratransit contract
20 or construction contract, the prospective non-county employer must provide
21 a certificate to the purchasing department, if the contractor is providing
22 paratransit transportation services, or to the construction department if the
23 non-county employer is a general contractor, or to the general prime
24 contractor if the non-county employer is a subcontractor, stating that if the
25 prospective non-county employer is awarded the contract it will pay each
26 non-county employee no less than the living wage. A copy of the certificate
27 must be made available to the public upon request. The certificate must
28 include the following:

- 1 (1) The name, address, and phone number of the prospective non-
2 county employer, a local contact person, and the specific project for which
3 the paratransit contract or construction contract is sought;
- 4 (2) The amount of the paratransit contract or construction contract;
- 5 (3) A brief description of the project or service provided under the
6 paratransit contract or construction contract;
- 7 (4) A statement of the wage levels for prospective non-county
8 employees; and
- 9 (5) A commitment to pay each non-county employee a living wage if
10 the prospective non-county employer is awarded the contract.
- 11 (d) *Observance of other laws.* County and non-county employees shall
12 be paid at least every two (2) weeks, and without subsequent deduction or
13 rebate on any account (except as such payroll deductions as are directed or
14 permitted by law or by a collective bargaining agreement).
- 15 (e) *Notice and posting.* Non-county employers shall post a copy of the
16 following statement at the work site in a prominent place where it can easily
17 be seen by the employees: "NOTICE TO EMPLOYEES: If you are
18 employed to provide certain services to Palm Beach County, your employer
19 may be required by Palm Beach County law to pay you at least [insert the
20 living wage hourly pay rate, as adjusted] per hour. If you are not paid this
21 hourly rate, contact your supervisor or Palm Beach County." The preceding
22 statement shall be printed in English, Spanish, and Creole, and shall be
23 printed with black lettering on letter-size, white paper using a Times New
24 Roman 14-point font, Courier New 14-point font, or Arial 14-point font.
25 Posting requirements will not be required if the non-county employer
26 attaches a copy of the preceding statement to the employee's first paycheck,
27 and to subsequent paychecks at least every six (6) months thereafter. Non-

1 county employers shall supply a copy of the preceding statement to any
2 employee upon request within a reasonable time. Non-county employers
3 shall forward a copy of the requirements of this division to any person or
4 business submitting a bid for a subcontract on any contract covered by this
5 division.

6 (f) *Collective bargaining.* Nothing in this division shall be read to
7 require or authorize any employer to reduce wages set by a collective
8 bargaining agreement or as required under any prevailing wage law.

9 ~~(g) Notwithstanding anything in this section to the contrary, the Palm~~
10 ~~Beach County living wage effective on October 1, 2010, shall remain in~~
11 ~~effect, unchanged and unadjusted, through September 30, 2013. Annual~~
12 ~~adjustment of the living wage as provided for in this section shall resume on~~
13 ~~October 1, 2013. The basis for the living wage adjustment effective October~~
14 ~~1, 2013, shall be the living wage effective on October 1, 2010, through~~
15 ~~September 30, 2013.~~

16 **Sec. 2-150. Implementation.**

17 (a) *Procurement specifications.* The living wage requirement shall be
18 included in the procurement specifications for all county construction
19 contracts issued on or after October 1, 2003 and for all paratransit contracts
20 to be awarded after June 1, 2014. The procurement specifications shall
21 require the prospective non-county employer to agree to produce upon the
22 request of the purchasing or construction department, or as otherwise
23 provided by the county administrator through countywide policy, all
24 documents and payroll records required under this division.

25 (b) *Information distributed.* All requests for bids or requests for
26 proposals for paratransit contracts or construction contracts, whether

1 advertised or informally solicited, shall include appropriate information
2 about the requirements of this division.

3 (c) *Maintenance of payroll records.* Each non-county employer shall
4 maintain payroll records and basic records relating thereto for each
5 employee, and shall preserve them for a period of no less than three (3)
6 years. The records shall contain:

- 7 (1) Each employee's name and address;
- 8 (2) Each employee's job title and classification;
- 9 (3) The number of hours worked each day by each employee;
- 10 (4) The gross wages and deductions made for each employee; and
- 11 (5) Annual wages paid to each employee.

12 (d) *Reporting payroll.* Every six (6) months the non-county employer
13 shall certify and file with the purchasing department, if the contractor is a
14 prime contractor providing paratransit transportation services; or with the
15 construction department if the non-county employer is a general contractor;
16 or with the prime ~~general~~ contractor if the non-county employer is a
17 subcontractor, certification that all non-county employees who worked on
18 each paratransit contract or construction contract during the preceding six-
19 month period were paid the living wage in compliance with this division.
20 Upon the county's request, the non-county employer shall produce for
21 inspection and copying the payroll records for any or all of its employees
22 for the prior three-year period.

23 **Sec. 2-150.1. Compliance and enforcement.**

24 (a) *Complaint procedures for county employees.* A county employee
25 who believes that this division applies to him or her and the county is not
26 complying with the division has a right to file a grievance pursuant to the

1 grievance procedures set forth in the county's merit system rules and
2 regulations, or the grievance procedures set forth in a collective bargaining
3 agreement with the county if the employee is covered by such an
4 agreement. Other than the foregoing, nothing set forth herein shall be
5 construed to amend the merit system rules or extend the protections of the
6 merit system to nonmerit county employees.

7 (b) *Complaint procedures for employees and former employees of non-*
8 *county employers.* An employee or former employee of a non-county
9 employer who believes that this division applies or applied to him or her,
10 and the non-county employer is or was not complying with the requirements
11 of this division, has a right to complain by filing a written complaint with
12 the purchasing department or construction department, as appropriate.

13 (1) The complaint shall be submitted within two (2) years of the alleged
14 violation. The complaint must be in writing and must identify the
15 employee and the non-county employer, and shall include a factual
16 summary of the basis of the complaint. The complaint is considered
17 filed when it is received by the construction department.

18 (2) Within ten (10) days of receiving the complaint, the appropriate
19 county construction department must send written notice of the
20 complaint, along with a copy of the complaint, to the non-county
21 employer and the prime general contractor if the non-county
22 employer is a subcontractor, requesting that the non-county
23 employer and, if applicable, the general prime contractor, file a
24 written response to the allegations within thirty (30) days of the
25 dated notice. The response is considered filed when it is received by
26 the ~~construction~~ department.

27 (3) Complaints will be resolved as follows:

1 a. The director of the appropriate county construction
2 department shall have the authority to review and attempt to resolve
3 the complaint informally. If the director of the appropriate county
4 ~~construction~~ department is unable to resolve the complaint informally,
5 then the ~~director of the construction department shall refer the~~
6 ~~complaint to the director of the purchasing department~~ complaint shall
7 be referred for hearing before a special master.

8 b. Hearings shall be conducted by designated special masters
9 who shall have the jurisdiction and authority to hear and decide
10 complaints and to impose enforcement actions consistent with this
11 division.

12 1. Conduct of hearing.

13 A. All hearings shall be open to the public and a record shall be
14 kept of all hearings.

15 B. County staff, the complaining employee, the non-county
16 employer, and, if applicable, the ~~general~~ prime contractor,
17 shall be entitled to appear as parties at a hearing, submit
18 evidence, and present testimony of witnesses.

19 C. Notice of hearing. The purchasing department shall notify
20 the parties by regular mail of the time, date, and location of
21 the scheduled hearing at least fifteen (15) business days
22 before the hearing date.

23 D. A party may request a postponement or continuance of a
24 scheduled hearing by filing a written request with the
25 purchasing department at least five (5) business days before
26 the scheduled hearing. The request must contain the party's
27 reasons for making the request. The director of the

1 purchasing department has the sole discretion to grant or
2 deny the party's request.

3 E. If a party is absent from a hearing thirty (30) minutes after
4 the scheduled start time, and proper notice has been sent to
5 the absent party, the hearing may proceed in the party's
6 absence.

7 F. The formal rules of evidence shall not apply, but
8 fundamental due process shall be observed and shall govern
9 the proceedings. Irrelevant, immaterial or unduly repetitious
10 evidence as determined by the special master may be
11 excluded, but all other evidence of a type commonly relied
12 upon by reasonably prudent persons in the conduct of their
13 affairs shall be admissible, whether or not such evidence
14 would be admissible in a trial in the courts of the state. Any
15 part of the evidence may be received in written form.

16 G. At the conclusion of the hearing, after the parties in
17 attendance have had an opportunity to present their case, the
18 special master shall make a decision based on competent
19 substantial evidence. This decision is final and appealable by
20 writ of certiorari pursuant to the Florida Rules of Appellate
21 Procedure.

22 2. Applications for special master. The director of the purchasing
23 department shall select, assign and remove special masters using
24 the same policy and procedure used to select, assign and remove
25 special masters under the county purchasing ordinance. The
26 director of the purchasing department may use special masters
27 under contract to preside over hearings under the county

1 purchasing ordinance to also preside over hearing under this
2 ordinance.

3 3. Conflicts of interest. Special masters shall be subject to
4 countywide policy relating to outside counsel conflicts of interest
5 (PPM No. CW-O-52). Special masters shall comply with the
6 State and county ethics codes and the ethics rules of The Florida
7 Bar regarding conflicts of interest. If a special master is unable to
8 give a fair hearing for any reason, that special master should
9 request the director of the purchasing department to reassign the
10 case to another special master.

11 4. Complaint hearings.

12 A. Scheduling. The director of the purchasing department shall
13 be responsible for scheduling hearings before the special
14 masters.

15 B. Contacting the special master. Other than county staff
16 contacting the special master for scheduling or other
17 ministerial purposes, parties shall not contact the special
18 master at any time regarding the complaint.

19 C. Location. The location of the hearings shall be in the county.

20 5. Compensation. The county administrator may promulgate rules
21 by separate policy and procedure memoranda regarding the
22 compensation of special masters.

23 6. Rules of procedure. The county administrator shall have the
24 authority to prescribe rules and regulations by separate policy and
25 procedure memoranda for selection of special masters, the
26 complaint process, and the conduct of hearings before the special
27 masters.

1 (c) *Enforcement actions against non-county employers.*

2 (1) The non-county employer, and the prime ~~general~~ contractor if the
3 non-county employer is a subcontractor, shall be jointly and severally
4 liable for any monetary liability imposed pursuant to any enforcement
5 action set forth herein.

6 (2) Upon a finding of violation of this division, the special master shall
7 impose the following enforcement actions:

8 a. Require the non-county employer and the ~~general~~ prime
9 contractor, if applicable, to pay wage restitution to the affected
10 employee; and

11 b. Impose fines upon the non-county employer and the ~~general~~
12 prime contractor, if applicable, payable to the county in the sum of up
13 to five hundred dollars (\$500.00) for each week for each non-county
14 employee found to have not been paid in accordance with this
15 division.

16 (3) Upon a finding of violation of this division, the special master also
17 may ~~impose~~ recommend one (1) or more of the following enforcement
18 actions; unless, if the finding of violation is the third such finding against
19 the non-county employer within any twelve-month period, the special
20 master ~~shall~~ may ~~impose~~ recommend all of the following enforcement
21 actions:

22 a. ~~Order~~ That the county ~~to~~—suspend payment under the
23 paratransit contract or construction contract;

24 b. ~~Order~~ That the county ~~to~~ terminate the paratransit contract or
25 construction contract; and

1 c. ~~Order~~ That the county ~~to~~ declare the non-county employer
2 ineligible for future county contracts for two (2) years or until all
3 penalties and restitution have been paid in full, whichever is longer.
4 Any other employer who has a principal officer who is, or was, a
5 principal officer of a violating non-county employer declared
6 ineligible under this division, also shall be ineligible during the
7 violating non-county employer's period of ineligibility.

8 (d) *Private right of action against non-county employers.* Any
9 employee or former employee of a non-county employer may, instead
10 of the procedure set forth in this ~~article~~ division but not in addition to
11 such procedure, bring an action in any court of competent jurisdiction
12 by filing suit against the non-county employer, and the prime ~~general~~
13 contractor if the non-county employer is a subcontractor, to enforce
14 the provisions of this ~~article~~ division, and may be awarded wage
15 restitution and benefits, and attorney's fees and costs as provided by
16 state law. The applicable statute of limitations for such a claim is two
17 (2) years as provided in F.S. § 95.11(4)(c), in an action for payment of
18 wages. The court may also impose sanctions on the non-county
19 employer and the prime ~~general~~ contractor, if applicable, including
20 damages payable to the affected employee in the sum of up to five
21 hundred dollars (\$500.00) for each week the non-county employer is
22 found to have violated this division. The non-county employer and the
23 ~~general~~ prime contractor, if applicable, shall be jointly and severally
24 liable for any monetary liability.

25 (e) *Retaliation and discrimination barred.* A non-county
26 employer shall not discharge, reduce the compensation of, or
27 otherwise discriminate against any employee for making a complaint
28 to the construction department, the county, or otherwise asserting his

1 or her rights under this division, participating in any of its
2 proceedings or using any civil remedies to enforce his or her rights
3 under this division.

4 (f) *Remedies non-exclusive.* No remedy set forth in this division
5 is intended to be exclusive or a prerequisite for asserting a claim for
6 relief or to enforce a right under this division in a court of law.
7 Violations of this division may be prosecuted as set forth in F.S. §
8 125.69.

9 (4) A recommendation of the special master under paragraph (3) above
10 shall not be binding on the county but shall constitute cause for the
11 exercise of the purchasing director's authority under Section 2-56 of the
12 Palm Beach County Code, as it may be amended from time to time, or for
13 the termination of the paratransit contract or construction contract.

14

15

16 **Section 2. REPEAL OF LAWS IN CONFLICT:**

17 All local laws and ordinances in conflict with any provisions of this
18 Ordinance are hereby repealed to the extent of such conflict.

19 **Section 3. SAVINGS CLAUSE:**

20 Notwithstanding anything to the contrary, all provisions of Palm Beach
21 County Code Section 2-147 through 2-150.1, are specifically preserved and remain
22 in full force and effect for the limited purpose of enforcing any alleged violations of
23 said Code sections which occurred prior to their repeal or amendment.

24 **Section 4. SEVERABILITY:**

25 If any section, paragraph, sentence, clause, phrase, or word of this
26 Ordinance is for any reason held by a Court of competent jurisdiction to be
27 unconstitutional, inoperative, or void, such holding shall not affect the remainder of
28 this Ordinance.

1 **Section 5. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:**

2 The provisions of this Ordinance shall become and be made a part of the
3 Palm Beach County Code. The sections of this Ordinance may be renumbered or
4 relettered to accomplish such, and the word “ordinance” may be changed to
5 “section,” “article,” or other appropriate word.

6 **Section 6. ENFORCEMENT:**

7 This Ordinance is enforceable by all means provided by law. Additionally,
8 the county may choose to enforce this Ordinance by seeking injunctive relief in the
9 Circuit Court of Palm Beach County.

10 **Section 7. PENALTY:**

11 Any violation of any portion of this Ordinance shall be punishable as
12 provided by law.

13 **Section 8. CAPTIONS:**

14 The captions, section headings, and section designations used in this
15 Ordinance are for convenience only and shall have no effect on the interpretation of
16 the provisions of this Ordinance.

17 **Section 9. EFFECTIVE DATE:**

18 The provisions of this Ordinance shall become effective upon filing with the
19 Department of State.

20 APPROVED and ADOPTED by the Board of County Commissioners of
21 Palm Beach County, Florida, on this the ____ day of _____, 2014.

22 **SHARON R. BOCK,**
23 **CLERK & COMPTROLLER**

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

24 By: _____
25 **Deputy Clerk**

By: _____
Priscilla A. Taylor, Mayor

26

27 **APPROVED AS TO FORM AND**
28 **LEGAL SUFFICIENCY**

29

30

31 By: _____
32 **County Attorney**

1

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3 **EFFECTIVE DATE: Filed with the Department of State on the ____**
4 **day of _____, 20____.**

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ORDINANCE NO. 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, AMENDING PALM BEACH COUNTY CODE CHAPTER 2, ARTICLE IV, DIVISION 3, (THE PALM BEACH COUNTY LIVING WAGE ORDINANCE) (ORDINANCE 2003-004, AS AMENDED BY ORDINANCE 2004-002 AND ORDINANCE 2011-004) AMENDING SECTIONS 2-148 DEFINITIONS, 2-149 LIVING WAGE, 2-150 IMPLEMENTATION, AND 2-150.1 COMPLIANCE AND ENFORCEMENT, FOR THE INCLUSION OF PARATRANSIT TRANSPORTATION SERVICES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR ENFORCEMENT, PENALTY AND CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a major portion of the Palm Tran’s annual budget is expended for Paratransit Transportation Services used by the public; and

WHEREAS, a significant portion of the funds budgeted and expended for Paratransit Transportation Services is used for contracts Palm Tran awards to private firms; and

WHEREAS, such expenditures of public money by Palm Tran serve a public purpose by advancing the economic security of its citizens and promoting the creation of good jobs that allow working citizens to support themselves and their families with dignity above the poverty level; and

WHEREAS, the Board of County Commissioners has determined that requiring Palm Tran’s contractors and subcontractors to pay a living wage is consistent with this goal; and

1 **WHEREAS**, the Board of County Commissioners, pursuant to Chapter
2 125, Florida Statutes, that establishes the right and power of counties to provide for
3 the health and welfare of its residents and authorizes counties to adopt ordinances
4 to exercise such powers in a manner consistent with general and special law, has
5 enacted the Palm Beach County Living Wage Ordinance as set out in Chapter 2,
6 Article IV, Division 3 of the Palm Beach County Code, and

7 **WHEREAS**, the Board of County Commissioners now desires to amend
8 the Palm Beach County Living Wage Ordinance to include Paratransit
9 Transportation Services as defined in Section 2-148, and

10 **WHEREAS**, the Board of County Commissioners hereby determines the
11 Palm Beach County Living Wage Ordinance, as amended, will serve the economic
12 interests of its working citizens by assuring them a living wage,

13 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF**
14 **COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,**
15 **that:**

16 **Section 1. PALM BEACH COUNTY CODE SECTIONS 2-148 THROUGH 2-**
17 **150.1 ARE AMENDED AS FOLLOWS** (deletions are stricken through and
18 additions are underlined):

19 **Sec. 2-148. Definitions.**

20 For purposes of this division, the following definitions shall apply:

21
22 *Construction* means the actual process of building, altering, improving,
23 demolishing, or major repairing or renovating of any county road or county
24 building. "Construction" does not include routine road maintenance or routine
25 building maintenance.

1 *Construction contract* means a deliberate verbal or written agreement between
2 two (2) or more competent parties to perform or not perform a specific act or
3 acts or any type of agreement, regardless of what it is called, for the
4 procurement of construction that is solicited and purchased by the county, that
5 has a total contract value exceeding one hundred thousand dollars
6 (\$100,000.00), and that is not subject to the Davis-Bacon Act or any related act
7 or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

8 *Construction department* means the county department that solicits and
9 procures construction-related services from a non-county employer pursuant to
10 a construction contract.

11 *Construction-related services* means any service, other than a professional
12 service as defined by the county purchasing ordinance, consisting of work or
13 labor performed directly upon the site of work and directly related to
14 construction.

15 *County* means the Board of County Commissioners of the county or any of its
16 authorized representatives pursuant to ordinance, resolution, or administrative
17 code.

18 *County building* means any county-owned structure or building that encloses
19 space used for sheltering any occupancy, as determined by the director of the
20 purchasing department.

21 *County employee* means any person employed by the county as a regular full-
22 time or regular part-time employee, who is under the county pay plan and
23 drawing a salary or wages from the county.

24 *County road* means any street, road, highway, or other way dedicated to public
25 use and open to travel by the public generally, that is listed in the county road
26 maintenance inventory as compiled and updated by the right-of-way
27 acquisition section of the county engineering department.

1 *Covered services* are any services that are subject to the requirements of this
2 division. "Covered services" means:

- 3 (1) Construction-related services performed by non-county employees.
- 4 (2) Paratransit transportation services performed by non-county employees.
- 5 (3) Any services performed by county employees within the scope of their
6 county employment.

7 *General contractor* means any non-county employer that enters into a
8 construction contract directly with the county.

9 *Living wage* means, as of October 1, 2013, a minimum wage of \$11.64 per
10 hour. The living wage shall be adjusted annually as provided for in this
11 division.

12 *Non-county employee* means all persons employed by a non-county employer,
13 either full-time or part-time, in the performance of a paratransit contract or to
14 provide construction-related services to the county.

15 *Non-county employer* means any for-profit individual, business entity,
16 corporation, partnership, limited liability company, joint venture, or similar
17 business, that:

- 18 (1) Provides paratransit transportation services or construction-related
19 services directly for the benefit of the county pursuant to a contract or
20 subcontract entered into through a competitive bid process, informal bids,
21 requests for proposals, some form of solicitation, negotiation, or
22 agreement, or any other decision to enter into a contract; and
- 23 (2) Is paid directly or indirectly, in whole or in part, from the county's
24 general fund or one (1) or more of the county's capital project funds,
25 special revenue funds, or any other funds.

1 *Paratransit transportation services* means shared ride, door-to-door
2 transportation services provided to individuals with disabilities who are
3 unable, as the result of their disability, to access the county's fixed route
4 public transit system and who are qualified to receive paratransit services
5 under the county's American with Disabilities Act (ADA) Program. The
6 term also includes, for the purposes of the county's provision of paratransit
7 services, shared ride, door to door transportation services provided to
8 eligible individuals under the county's Division of Senior Services (DOSS)
9 Program and shared ride, door to door transportation services provided by
10 the county, as the designated community transportation coordinator, to
11 individuals eligible for services under the Transportation Disadvantaged
12 Program.

13 *Paratransit contract* means a deliberate verbal or written agreement
14 between two (2) or more competent parties to perform or not perform a
15 specific act or acts or any type of agreement, regardless of what it is called,
16 for the provision of paratransit transportation services that is solicited and
17 purchased by the county, that has a total contract value exceeding one
18 hundred thousand dollars (\$100,000.00), and that is not subject to any
19 Federal law that requires the payment of federally established wage rates.

20 *Prime contractor* means the legal entity, be it a general contractor or
21 contractor providing paratransit transportation services, which enters into a
22 direct contract with the county for paratransit transportation services or
23 construction-related services.

24 *Purchasing department* means the Palm Beach County Purchasing
25 Department.

26 *Routine building maintenance* means minor tasks and associated repairs to
27 county buildings necessary to maintain safe and efficient structures.

1 "Routine building maintenance" includes but is not limited to: custodial
2 services; cleaning and minor repairs of any interior or exterior component;
3 and other similar activities as determined by the director of the purchasing
4 department.

5 *Routine road maintenance* means minor tasks and associated repairs to
6 county roads necessary to maintain a safe and efficient transportation
7 system. "Routine road maintenance" includes but is not limited to:
8 pavement patching; shoulder repair; cleaning and repair of drainage ditches,
9 traffic signs and traffic signals; mowing; pavement striping; litter cleanup;
10 and other similar activities as determined by the director of the purchasing
11 department.

12 *Subcontractor* means any non-county employer that enters into a paratransit
13 contract or construction contract with an entity other than the county.

14 **Sec. 2-149. Living wage.**

15 (a) *Living wage paid.* The county shall pay the living wage to all county
16 employees providing any services within the scope of their county
17 employment. Non-county employers shall pay the living wage to all non-
18 county employees.

19 (b) *Annual living wage adjustment.* The county shall adjust the living
20 wage annually as follows:

21 (1) The county shall adjust the living wage for county employees by
22 using the same procedure used for the county's annual across-the-board
23 wage adjustment. If a collective bargaining agreement with the county
24 specifies an annual across-the-board wage adjustment procedure, the
25 county shall use that procedure to adjust the living wage for those county
26 employees covered by the collective bargaining agreement.

1 (2) The county shall adjust the living wage for non-county employees
2 by using the U. S. City Average Consumer Price Index for Urban Wage
3 Earners and Clerical Workers (CPI-W) which is calculated and published
4 monthly by the Bureau of Labor Statistics of the U.S. Department of
5 Labor. Each annual living wage adjustment shall take effect on the first
6 day of October. Inflation shall be calculated as the difference, expressed as
7 a percentage, between the average monthly CPI-W for the current period,
8 defined as the previous twelve-month calendar year ending December 31,
9 and the average monthly CPI-W for the prior period, defined as the
10 twelve-month calendar year preceding the current period. The difference
11 shall be converted to a percentage of the average monthly CPI-W for the
12 prior period, and this percentage shall be applied to the living wage to
13 arrive at the living wage adjustment.

14 (c) *Certification required.* Before entering into any paratransit contract
15 or construction contract, the prospective non-county employer must provide
16 a certificate to the purchasing department, if the contractor is providing
17 paratransit transportation services, or to the construction department if the
18 non-county employer is a general contractor, or to the prime contractor if
19 the non-county employer is a subcontractor, stating that if the prospective
20 non-county employer is awarded the contract it will pay each non-county
21 employee no less than the living wage. A copy of the certificate must be
22 made available to the public upon request. The certificate must include the
23 following:

24 (1) The name, address, and phone number of the prospective non-
25 county employer, a local contact person, and the specific project for which
26 the paratransit contract or construction contract is sought;

27 (2) The amount of the paratransit contract or construction contract;

- 1 (3) A brief description of the project or service provided under the
2 paratransit contract or construction contract;
- 3 (4) A statement of the wage levels for prospective non-county
4 employees; and
- 5 (5) A commitment to pay each non-county employee a living wage if
6 the prospective non-county employer is awarded the contract.
- 7 (d) *Observance of other laws.* County and non-county employees shall
8 be paid at least every two (2) weeks, and without subsequent deduction or
9 rebate on any account (except as such payroll deductions as are directed or
10 permitted by law or by a collective bargaining agreement).
- 11 (e) *Notice and posting.* Non-county employers shall post a copy of the
12 following statement at the work site in a prominent place where it can easily
13 be seen by the employees: "NOTICE TO EMPLOYEES: If you are
14 employed to provide certain services to Palm Beach County, your employer
15 may be required by Palm Beach County law to pay you at least [insert the
16 living wage hourly pay rate, as adjusted] per hour. If you are not paid this
17 hourly rate, contact your supervisor or Palm Beach County." The preceding
18 statement shall be printed in English, Spanish, and Creole, and shall be
19 printed with black lettering on letter-size, white paper using a Times New
20 Roman 14-point font, Courier New 14-point font, or Arial 14-point font.
21 Posting requirements will not be required if the non-county employer
22 attaches a copy of the preceding statement to the employee's first paycheck,
23 and to subsequent paychecks at least every six (6) months thereafter. Non-
24 county employers shall supply a copy of the preceding statement to any
25 employee upon request within a reasonable time. Non-county employers
26 shall forward a copy of the requirements of this division to any person or

1 business submitting a bid for a subcontract on any contract covered by this
2 division.

3 (f) *Collective bargaining.* Nothing in this division shall be read to
4 require or authorize any employer to reduce wages set by a collective
5 bargaining agreement or as required under any prevailing wage law.

6 **Sec. 2-150. Implementation.**

7 (a) *Procurement specifications.* The living wage requirement shall be
8 included in the procurement specifications for all county construction
9 contracts issued on or after October 1, 2003 and for all paratransit contracts
10 to be awarded after June 1, 2014. The procurement specifications shall
11 require the prospective non-county employer to agree to produce upon the
12 request of the purchasing or construction department, or as otherwise
13 provided by the county administrator through countywide policy, all
14 documents and payroll records required under this division.

15 (b) *Information distributed.* All requests for bids or requests for
16 proposals for paratransit contracts or construction contracts, whether
17 advertised or informally solicited, shall include appropriate information
18 about the requirements of this division.

19 (c) *Maintenance of payroll records.* Each non-county employer shall
20 maintain payroll records and basic records relating thereto for each
21 employee, and shall preserve them for a period of no less than three (3)
22 years. The records shall contain:

- 23 (1) Each employee's name and address;
- 24 (2) Each employee's job title and classification;
- 25 (3) The number of hours worked each day by each employee;
- 26 (4) The gross wages and deductions made for each employee; and

1 (5) Annual wages paid to each employee.

2 (d) *Reporting payroll.* Every six (6) months the non-county employer
3 shall certify and file with the purchasing department, if the contractor is a
4 prime contractor providing paratransit transportation services; or with the
5 construction department if the non-county employer is a general contractor;
6 or with the prime contractor if the non-county employer is a subcontractor,
7 certification that all non-county employees who worked on each paratransit
8 contract or construction contract during the preceding six-month period
9 were paid the living wage in compliance with this division. Upon the
10 county's request, the non-county employer shall produce for inspection and
11 copying the payroll records for any or all of its employees for the prior
12 three-year period.

13 **Sec. 2-150.1. Compliance and enforcement.**

14 (a) *Complaint procedures for county employees.* A county employee
15 who believes that this division applies to him or her and the county is not
16 complying with the division has a right to file a grievance pursuant to the
17 grievance procedures set forth in the county's merit system rules and
18 regulations, or the grievance procedures set forth in a collective bargaining
19 agreement with the county if the employee is covered by such an
20 agreement. Other than the foregoing, nothing set forth herein shall be
21 construed to amend the merit system rules or extend the protections of the
22 merit system to nonmerit county employees.

23 (b) *Complaint procedures for employees and former employees of non-*
24 *county employers.* An employee or former employee of a non-county
25 employer who believes that this division applies or applied to him or her,
26 and the non-county employer is or was not complying with the requirements

1 of this division, has a right to complain by filing a written complaint with
2 the purchasing department or construction department, as appropriate.

3 (1) The complaint shall be submitted within two (2) years of the alleged
4 violation. The complaint must be in writing and must identify the
5 employee and the non-county employer, and shall include a factual
6 summary of the basis of the complaint. The complaint is considered
7 filed when it is received by the construction department.

8 (2) Within ten (10) days of receiving the complaint, the appropriate
9 county department must send written notice of the complaint, along
10 with a copy of the complaint, to the non-county employer and the
11 prime contractor if the non-county employer is a subcontractor,
12 requesting that the non-county employer and, if applicable, the
13 prime contractor, file a written response to the allegations within
14 thirty (30) days of the dated notice. The response is considered filed
15 when it is received by the department.

16 (3) Complaints will be resolved as follows:

17 a. The director of the appropriate county department shall have
18 the authority to review and attempt to resolve the complaint
19 informally. If the director of the appropriate county department is
20 unable to resolve the complaint informally, then the complaint shall
21 be referred for hearing before a special master.

22 b. Hearings shall be conducted by designated special masters
23 who shall have the jurisdiction and authority to hear and decide
24 complaints and to impose enforcement actions consistent with this
25 division.

26 1. Conduct of hearing.

- 1 A. All hearings shall be open to the public and a record shall be
2 kept of all hearings.
- 3 B. County staff, the complaining employee, the non-county
4 employer, and, if applicable, the prime contractor, shall be
5 entitled to appear as parties at a hearing, submit evidence,
6 and present testimony of witnesses.
- 7 C. Notice of hearing. The purchasing department shall notify
8 the parties by regular mail of the time, date, and location of
9 the scheduled hearing at least fifteen (15) business days
10 before the hearing date.
- 11 D. A party may request a postponement or continuance of a
12 scheduled hearing by filing a written request with the
13 purchasing department at least five (5) business days before
14 the scheduled hearing. The request must contain the party's
15 reasons for making the request. The director of the
16 purchasing department has the sole discretion to grant or
17 deny the party's request.
- 18 E. If a party is absent from a hearing thirty (30) minutes after
19 the scheduled start time, and proper notice has been sent to
20 the absent party, the hearing may proceed in the party's
21 absence.
- 22 F. The formal rules of evidence shall not apply, but
23 fundamental due process shall be observed and shall govern
24 the proceedings. Irrelevant, immaterial or unduly repetitious
25 evidence as determined by the special master may be
26 excluded, but all other evidence of a type commonly relied
27 upon by reasonably prudent persons in the conduct of their

1 affairs shall be admissible, whether or not such evidence
2 would be admissible in a trial in the courts of the state. Any
3 part of the evidence may be received in written form.

4 G. At the conclusion of the hearing, after the parties in
5 attendance have had an opportunity to present their case, the
6 special master shall make a decision based on competent
7 substantial evidence. This decision is final and appealable by
8 writ of certiorari pursuant to the Florida Rules of Appellate
9 Procedure.

10 2. Applications for special master. The director of the purchasing
11 department shall select, assign and remove special masters using
12 the same policy and procedure used to select, assign and remove
13 special masters under the county purchasing ordinance. The
14 director of the purchasing department may use special masters
15 under contract to preside over hearings under the county
16 purchasing ordinance to also preside over hearing under this
17 ordinance.

18 3. Conflicts of interest. Special masters shall be subject to
19 countywide policy relating to outside counsel conflicts of interest
20 (PPM No. CW-O-52). Special masters shall comply with the
21 State and county ethics codes and the ethics rules of The Florida
22 Bar regarding conflicts of interest. If a special master is unable to
23 give a fair hearing for any reason, that special master should
24 request the director of the purchasing department to reassign the
25 case to another special master.

26 4. Complaint hearings.

1 A. Scheduling. The director of the purchasing department shall
2 be responsible for scheduling hearings before the special
3 masters.

4 B. Contacting the special master. Other than county staff
5 contacting the special master for scheduling or other
6 ministerial purposes, parties shall not contact the special
7 master at any time regarding the complaint.

8 C. Location. The location of the hearings shall be in the county.

9 5. Compensation. The county administrator may promulgate rules
10 by separate policy and procedure memoranda regarding the
11 compensation of special masters.

12 6. Rules of procedure. The county administrator shall have the
13 authority to prescribe rules and regulations by separate policy and
14 procedure memoranda for selection of special masters, the
15 complaint process, and the conduct of hearings before the special
16 masters.

17 (c) *Enforcement actions against non-county employers.*

18 (1) The non-county employer, and the prime contractor if the non-
19 county employer is a subcontractor, shall be jointly and severally liable for
20 any monetary liability imposed pursuant to any enforcement action set
21 forth herein.

22 (2) Upon a finding of violation of this division, the special master shall
23 impose the following enforcement actions:

24 a. Require the non-county employer and the prime contractor,
25 if applicable, to pay wage restitution to the affected employee; and

1 b. Impose fines upon the non-county employer and the prime
2 contractor, if applicable, payable to the county in the sum of up to five
3 hundred dollars (\$500.00) for each week for each non-county
4 employee found to have not been paid in accordance with this
5 division.

6 (3) Upon a finding of violation of this division, the special master also
7 may recommend one (1) or more of the following enforcement actions;
8 unless, if the finding of violation is the third such finding against the non-
9 county employer within any twelve-month period, the special master may
10 recommend all of the following enforcement actions:

11 a. That the county suspend payment under the paratransit
12 contract or construction contract;

13 b. That the county terminate the paratransit contract or
14 construction contract; and

15 c. That the county declare the non-county employer ineligible
16 for future county contracts for two (2) years or until all penalties and
17 restitution have been paid in full, whichever is longer. Any other
18 employer who has a principal officer who is, or was, a principal
19 officer of a violating non-county employer declared ineligible under
20 this division, also shall be ineligible during the violating non-county
21 employer's period of ineligibility.

22 (d) *Private right of action against non-county employers.* Any
23 employee or former employee of a non-county employer may, instead
24 of the procedure set forth in this division but not in addition to such
25 procedure, bring an action in any court of competent jurisdiction by
26 filing suit against the non-county employer, and the prime contractor
27 if the non-county employer is a subcontractor, to enforce the

1 provisions of this division, and may be awarded wage restitution and
2 benefits, and attorney's fees and costs as provided by state law. The
3 applicable statute of limitations for such a claim is two (2) years as
4 provided in F.S. § 95.11(4)(c), in an action for payment of wages. The
5 court may also impose sanctions on the non-county employer and the
6 prime contractor, if applicable, including damages payable to the
7 affected employee in the sum of up to five hundred dollars (\$500.00)
8 for each week the non-county employer is found to have violated this
9 division. The non-county employer and the prime contractor, if
10 applicable, shall be jointly and severally liable for any monetary
11 liability.

12 (e) *Retaliation and discrimination barred.* A non-county
13 employer shall not discharge, reduce the compensation of, or
14 otherwise discriminate against any employee for making a complaint
15 to the construction department, the county, or otherwise asserting his
16 or her rights under this division, participating in any of its
17 proceedings or using any civil remedies to enforce his or her rights
18 under this division.

19 (f) *Remedies non-exclusive.* No remedy set forth in this division
20 is intended to be exclusive or a prerequisite for asserting a claim for
21 relief or to enforce a right under this division in a court of law.
22 Violations of this division may be prosecuted as set forth in F.S. §
23 125.69.

24 (4) A recommendation of the special master under paragraph (3) above
25 shall not be binding on the county but shall constitute cause for the
26 exercise of the purchasing director's authority under Section 2-56 of the

1 Palm Beach County Code, as it may be amended from time to time, or for
2 the termination of the paratransit contract or construction contract.

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5 **Section 2. REPEAL OF LAWS IN CONFLICT:**

6 All local laws and ordinances in conflict with any provisions of this
7 Ordinance are hereby repealed to the extent of such conflict.

8 **Section 3. SAVINGS CLAUSE:**

9 Notwithstanding anything to the contrary, all provisions of Palm Beach
10 County Code Section 2-147 through 2-150.1, are specifically preserved and remain
11 in full force and effect for the limited purpose of enforcing any alleged violations of
12 said Code sections which occurred prior to their repeal or amendment.

13 **Section 4. SEVERABILITY:**

14 If any section, paragraph, sentence, clause, phrase, or word of this
15 Ordinance is for any reason held by a Court of competent jurisdiction to be
16 unconstitutional, inoperative, or void, such holding shall not affect the remainder of
17 this Ordinance.

18 **Section 5. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:**

19 The provisions of this Ordinance shall become and be made a part of the
20 Palm Beach County Code. The sections of this Ordinance may be renumbered or
21 relettered to accomplish such, and the word "ordinance" may be changed to
22 "section," "article," or other appropriate word.

23 **Section 6. ENFORCEMENT:**

24 This Ordinance is enforceable by all means provided by law. Additionally,
25 the county may choose to enforce this Ordinance by seeking injunctive relief in the
26 Circuit Court of Palm Beach County.

1 **Section 7. PENALTY:**

2 Any violation of any portion of this Ordinance shall be punishable as
3 provided by law.

4 **Section 8. CAPTIONS:**

5 The captions, section headings, and section designations used in this
6 Ordinance are for convenience only and shall have no effect on the interpretation of
7 the provisions of this Ordinance.

8 **Section 9. EFFECTIVE DATE:**

9 The provisions of this Ordinance shall become effective upon filing with the
10 Department of State.

11 APPROVED and ADOPTED by the Board of County Commissioners of
12 Palm Beach County, Florida, on this the ____ day of _____, 2014.

13 **SHARON R. BOCK,**
14 **CLERK & COMPTROLLER**

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

15 By: _____
16 Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

17

18 **APPROVED AS TO FORM AND**
19 **LEGAL SUFFICIENCY**

20

21

22 By: _____
23 County Attorney

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26 **EFFECTIVE DATE: Filed with the Department of State on the ____**
27 **day of _____, 20____.**

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