Exhibit 2

PROPOSED

1   RESOLUTION NO. 2020-

2   A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
3   PERTAINING TO EMPLOYEE RETENTION AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL
4   AIRPORT ("AIRPORT"); AMENDING SECTIONS 26.40 AND
26.41 OF THE BROWARD COUNTY ADMINISTRATIVE
5   CODE ("ADMINISTRATIVE CODE"); PROVIDING FOR
EMPLOYEE RETENTION PROCEDURES AND
6   REQUIREMENTS AT THE AIRPORT; AND PROVIDING
FOR SEVERABILITY, INCLUSION IN THE
7   ADMINISTRATIVE CODE, AND AN EFFECTIVE DATE.

8

9   WHEREAS, the Board of County Commissioners (the "Board") finds that Broward

10 County gains significant revenue from operations at Fort Lauderdale-Hollywood

11 International Airport (the "Airport"), and that the smooth and continuous operation of

12 Airport services is important to the vitality and growth of the Airport;

13   WHEREAS, Broward County has a proprietary interest in ensuring that Airport

14 services are not disrupted because such disruption would disserve the public and would

15 likely result in a substantial loss of Airport revenue;

16   WHEREAS, Broward County benefits when contractors and subcontractors retain

17 the employees of the prior contractors and subcontractors performing these services

18 because such employees have useful knowledge about the Airport and the skills

19 necessary to continue services without disruption; and

20   WHEREAS, employee retention will enhance the quality of services to Broward

21 County, the traveling public, and other Airport users, NOW, THEREFORE,

22

23   BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF

24 BROWARD COUNTY, FLORIDA:

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1   Section 1.   Section 26.40 of the Broward County Administrative Code is hereby

2 amended to read as follows:

3   **26.40. Definitions.**

4   As used in this Part, the term:

5   (a)   *Air Carrier* means certificated commercial air carriers that have authority

6 from the appropriate regulatory Department of the United States of America, or any other

7 competent authority, to operate in and out of the Airport.

8   (b)   *Airport* means the Fort Lauderdale-Hollywood International Airport Terminal

9 Complex.

10   (c)   *Contract* means any airline-airport lease and use agreement, signatory

11 building lease agreement, license, service agreement, operating agreement, <u>Airline</u>

12 <u>Service Provider Agreement,</u> Terminal Services Permit, or other written instrument

13 pursuant to which a Contractor or Subcontractor engages in commercial activity at the

14 Airport.

15   (d)   *Contractor* means any individual, corporation, association, partnership,

16 limited liability company, joint venture, sole proprietorship, trust, or any other entity

17 conducting commercial activity at the Airport pursuant to a Contract with the County.

18 Contractor ~~shall~~ <u>does</u> not include ground transportation providers, construction

19 contractors, utility companies, the United States, including the Federal Aviation

20 Administration (FAA)~~,~~ <u>and</u> the Transportation Security Administration (TSA), or any other

21 federal, state, or local government agency.

22   (e)   *County* means Broward County, a political subdivision of the state of

23 Florida.

24

1   (f)   *Ensure Uninterrupted Services* means a Contractor or Subcontractor will be

2   able to provide the quality and quantity of services it has contractually agreed to provide

3   at the Airport during all hours it has committed to provide such services.

4   (g)   *Effective Date* means the effective date of this Part.

5   (h)   *Subcontractor* means any individual, corporation, association, partnership,

6   limited liability company, joint venture, sole proprietorship, trust, or any other entity that

7   provides services at the Airport ~~under~~ pursuant to a Contract with a Contractor.

8   Subcontractor ~~shall~~ does not include ground transportation providers, construction

9   contractors, utility companies, the United States, including the Federal Aviation

10   Administration (FAA)~~,~~ and the Transportation Security Administration (TSA), or any other

11   federal, state, or local government agency.

12   *Successor Contractor* or *Successor Subcontractor* means a Contractor or

13   Subcontractor providing services of the same type and at the same location as that of the

14   immediately preceding Contractor or Subcontractor.

15

16   Section 2.   Section 26.41 of the Broward County Administrative Code is hereby

17   amended to read as follows:

18   **26.41. Employee Retention.**

19   (a)   Except as otherwise provided in this section, the employee retention

20   procedures and requirements under this section shall apply to Contractors and

21   Subcontractors~~, including~~ providing the following services:

22   (1)   Ground Handling/Ramp Services for Air Carriers;

23   (2)   ~~Light~~ Maintenance for Air Carriers;

24   (3)   In-to-Plane Fuel Service for Air Carriers;

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1   (4)   Waste Disposal Services for Air Carriers;

2   (5)   Ground Equipment ~~Rental~~ <u>Provisioning and Maintenance</u> for Air Carriers;

3   (6)   Passenger Service for Air Carriers;

4   (7)   Porter Service for Air Carriers;

5   (8)   Janitorial Service for Air Carriers and County lessees;

6   (9)   Security Service for Air Carriers and County lessees;

7   (10)   Baggage Delivery Service for Air Carriers;

8   (11)   Aircraft Cleaning for Air Carriers;

9   (12)   Operating VIP Club for Air Carriers <u>or common use passenger lounge</u>;

10   (13)   Wheelchair Escorts;

11   (14)   Food and Beverage Concessions; and

12   (15)   Retail Concessions.

13   (b)   The employee retention <u>procedures and</u> requirements of this section ~~shall~~

14 <u>do</u> not apply to ~~employees of~~ the following Contractors, but ~~shall~~ <u>do</u> apply to the

15 Subcontractors <u>of the following Contractors to the extent the Subcontractors are providing</u>

16 <u>any of the services listed in Section 26.41</u>:

17   (1)   Air Carriers;

18   (2)   Car Rental Agencies; and

19   (3)   Advertising Concessions.

20   (c)   Every Contract with a term <u>(inclusive of any renewal or extension periods,</u>

21 <u>whether optional or otherwise)</u> greater than six (6) months ~~shall~~ <u>must</u> include the following

22 employee retention <u>procedures and</u> requirements:

23   <u>(1)</u>   <u>At least forty-five (45) days prior to the expiration or termination of a</u>

24   <u>Contract, the Contractor or Subcontractor, as applicable, must provide to</u>

1		the County and to any Successor Contractor or Successor Subcontractor,
2		as applicable, the following information for each of the employees
3		performing work pursuant to such expiring or terminating Contract: name;
4		address; telephone number; e-mail address (if any); date of hire; average
5		hours worked per week; then-current status regarding full-time or part-time;
6		and job classification. For purposes of this section, termination of a Contract
7		includes an amendment that reduces services provided under the Contract.
8		At least thirty (30) days prior to the expiration or termination of a Contract,
9		the Contractor or Subcontractor, as applicable, must meet with the County
10		and any Successor Contractor or Successor Subcontractor, as applicable,
11		to coordinate the transition of services and employees.
12	(2)	~~If the service of a Contractor or Subcontractor is of the same type and at~~
13		~~the same location as that of the immediately preceding Contractor or~~
14		~~Subcontractor, t~~The Successor Contractor or Successor Subcontractor, as
15		applicable, ~~shall~~ must offer continued employment in the same or similar job
16		classifications, using best efforts to accommodate the employees' shifts and
17		hours worked for the immediately preceding Contractor or Subcontractor,
18		to the employees of the immediately preceding Contractor or Subcontractor
19		for a period of at least forty-five (45) days, unless the Successor Contractor
20		or Successor Subcontractor, as applicable, determines and demonstrates
21		to the County, in writing, before commencing its provision of services, as
22		further specified below, that such employees are unnecessary for the
23		~~Contractor or Subcontractor's~~ provision of services, or that the employees
24		did not pass the established requirements for background checks or drug

and alcohol testing of the Successor Contractor or Successor Subcontractor or failed to comply with any required Airport or federal security requirements.

    (3)   If the Successor Contractor or Successor Subcontractor determines that all or some of the immediately preceding Contractor's or Subcontractor's employees are unnecessary for the provision of services, then no less than fifteen (15) days prior to the time it starts providing services, it must provide the following information, in writing, to the County:

        a.   The reasons why fewer employees are needed;

        b.   The total number of employees required for the provision of services;

        c.   The number of employees required within each job classification;

        d.   The number of hours required for the provision of services; and

        e.   A list of the immediately preceding Contractor's or Subcontractor's employees that were not hired, itemized by job classification.

    (4)   If the Successor Contractor or Successor Subcontractor does not hire employees because of a determination that they failed to meet established background testing, drug and alcohol testing, or Airport or federal security requirements, it must provide to the County a list of such employees within fifteen (15) days after such determination.

Nothing prevents any Successor Contractor or Successor Subcontractor from terminating employees for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the sSuccessor Contractor or Successor Subcontractor or as required by state or federal law.

1   (5)   Contractors ~~shall~~ <u>must</u> include the foregoing ~~language~~ <u>procedures and</u>

2   <u>requirements</u> in ~~its~~ <u>their</u> Contracts with any Subcontractors.

3   (6)   For purposes of this ~~paragraph~~ <u>section</u>, "employee" means an individual

4   who is not an exempt employee under the minimum wage and maximum

5   hour exemptions as defined by the Fair Labor Standards Act.

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7   Section 3.   <u>Severability</u>.

8   If any portion of this Administrative Code Resolution is determined by any court to

9 be invalid, the invalid portion will be stricken, and such striking will not affect the validity

10 of the remainder of this Administrative Code Resolution. If any court determines that this

11 Administrative Code Resolution, in whole or in part, cannot be legally applied to any

12 individual, group, entity, property, or circumstance, such determination will not affect the

13 applicability of this Administrative Code Resolution to any other individual, group, entity,

14 property, or circumstance.

15

16   Section 4.   <u>Inclusion in the Broward County Administrative Code</u>.

17   It is the intention of the Board of County Commissioners that the provisions of this

18 Administrative Code Resolution become part of the Broward County Administrative Code

19 as of the effective date. The sections of this Administrative Code Resolution may be

20 renumbered or relettered and the word "resolution" may be changed to "section," "article,"

21 or such other appropriate word or phrase to the extent necessary in order to accomplish

22 such intention.

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1   Section 5.   <u>Effective Date</u>.

2   This Administrative Code Resolution is effective upon adoption.

3

4   ADOPTED this   day of   , 2020. **PROPOSED**

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6   Approved as to form and legal sufficiency:
     Andrew J. Meyers, County Attorney
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8

9   By <u>*/s/ Adam Katzman*   02/11/2020</u>
         Adam Katzman   (date)
10   Senior Assistant County Attorney

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12   By <u>*/s/ René D. Harrod*   02/11/2020</u>
         René D. Harrod   (date)
13   Deputy County Attorney

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23   AMK/jl
     Worker Retention
24   02/11/2020
     #493376.3

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