

PROPOSED

RESOLUTION NO. 2020-

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

WHEREAS, the Board of County Commissioners (the "Board") finds that Broward County gains significant revenue from operations at Fort Lauderdale-Hollywood International Airport (the "Airport"), and that the smooth and continuous operation of Airport services is important to the vitality and growth of the Airport;

WHEREAS, Broward County has a proprietary interest in ensuring that Airport services are not disrupted because such disruption would disserve the public and would likely result in a substantial loss of Airport revenue;

WHEREAS, Broward County benefits when successor contractors and subcontractors retain the employees of predecessor contractors and subcontractors because such employees have useful knowledge about the Airport and the skills necessary to continue services without disruption; and

WHEREAS, employee retention will enhance the quality of services to Broward County, the traveling public, and other Airport users, NOW, THEREFORE,

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

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 from the
6 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 building
11 lease agreement, license, service agreement, operating agreement, Airline Service
12 Provider Agreement, Terminal Services Permit, or other written instrument pursuant to
13 which a Contractor or Subcontractor engages in commercial activity at the Airport.

14 (d) *Contractor* means any individual, corporation, association, partnership, limited
15 liability company, joint venture, sole proprietorship, trust, or any other entity conducting
16 commercial activity at the Airport pursuant to a Contract with the County. Contractor ~~shall~~
17 does not include ground transportation providers, construction contractors, utility
18 companies, the United States, including the Federal Aviation Administration (FAA); and
19 the Transportation Security Administration (TSA), or any other federal, state, or local
20 government agency.

21 (e) *County* means Broward County, a political subdivision of the state of Florida.

22 (f) *Ensure Uninterrupted Services* means a Contractor or Subcontractor will be able
23 to provide the quality and quantity of services it has contractually agreed to provide at the
24 Airport during all hours it has committed to provide such services.

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

2 (h) *Subcontractor* means any individual, corporation, association, partnership, limited
3 liability company, joint venture, sole proprietorship, trust, or any other entity that provides
4 services at the Airport ~~under~~ pursuant to a Contract with a Contractor. Subcontractor ~~shall~~
5 does not include ground transportation providers, construction contractors, utility
6 companies, the United States, including the Federal Aviation Administration (FAA); and
7 the Transportation Security Administration (TSA), or any other federal, state, or local
8 government agency.

9 Successor Contractor or Successor Subcontractor means a Contractor or
10 Subcontractor providing services of the same type and at the same location as that of the
11 immediately preceding Contractor or Subcontractor.

12 Section 2. Section 26.41 of the Broward County Administrative Code is hereby
13 amended to read as follows:

14 **26.41. Employee Retention.**

15 (a) Except as otherwise provided in this section, the employee retention
16 procedures and requirements under this section shall apply to Contractors and
17 Subcontractors, ~~including~~ providing the following services:

- 18 (1) Ground Handling/Ramp Services for Air Carriers;
- 19 (2) ~~Light~~ Maintenance for Air Carriers;
- 20 (3) In-to-Plane Fuel Service for Air Carriers;
- 21 (4) Waste Disposal Services for Air Carriers;
- 22 (5) Ground Equipment ~~Rental~~ Provisioning and Maintenance for Air Carriers;
- 23 (6) Passenger Service for Air Carriers;
- 24 (7) Porter Service for Air Carriers;

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underscoring type are additions.

- (8) Janitorial Service for Air Carriers and County lessees;
- (9) Security Service for Air Carriers and County lessees;
- (10) Baggage Delivery Service for Air Carriers;
- (11) Aircraft Cleaning for Air Carriers;
- (12) Operating VIP Club for Air Carriers or common use passenger lounge;
- (13) Wheelchair Escorts;
- (14) Food and Beverage Concessions; and
- (15) Retail Concessions.

(b) The employee retention procedures and requirements of this section ~~shall~~ do not apply to ~~employees of~~ the following Contractors, but ~~shall~~ do apply to the Subcontractors of the following Contractors to the extent the Subcontractors are providing any of the services listed in Section 26.41:

- (1) Air Carriers;
- (2) Car Rental Agencies; and
- (3) Advertising Concessions.

(c) Every Contract with a term (inclusive of any renewal or extension periods, whether optional or otherwise) greater than six (6) months ~~shall~~ must include the following employee retention procedures and requirements:

- (1) At least forty-five (45) days prior to the expiration or termination of a Contract, the Contractor or Subcontractor, as applicable, must provide to the County and to any Successor Contractor or Successor Subcontractor, as applicable, the following information for each of the employees performing work pursuant to such expiring or terminating Contract: name; address; telephone number; e-mail address (if any); date of hire; average

1 hours worked per week; then-current status regarding full-time or part-time;
2 and job classification. For purposes of this section, termination of a Contract
3 includes a contract amendment that reduces services provided under the
4 Contract. At least thirty (30) days prior to the expiration or termination of a
5 Contract, the Contractor or Subcontractor, as applicable, must meet with
6 the County and any Successor Contractor or Successor Subcontractor, as
7 applicable, to coordinate the transition of services and employees.

8 (2) ~~If the service of a Contractor or Subcontractor is of the same type and at~~
9 ~~the same location as that of the immediately preceding Contractor or~~
10 ~~Subcontractor, the~~ Successor Contractor or Successor Subcontractor
11 shall, as applicable, must provide a written offer of continued employment
12 in the same or similar job classifications, using best efforts to accommodate
13 the employees' shifts and hours worked for the immediately preceding
14 Contractor or Subcontractor, to the employees of the immediately preceding
15 Contractor or Subcontractor for a period of at least forty-five (45) days,
16 unless the Successor Contractor or Successor Subcontractor, as
17 applicable, determines and demonstrates to the County, in writing, before
18 commencing its provision of services, as further specified below, that such
19 ~~employees are~~ each employee not offered employment (i) is unnecessary
20 for the Contractor or Subcontractor's provision of services; (ii) did not pass
21 the established requirements for background checks or drug and alcohol
22 testing of the Successor Contractor or Successor Subcontractor; or (iii)
23 failed to comply with any required Airport or federal security requirements.
24

- 1 (3) If the Successor Contractor or Successor Subcontractor determines that all
2 or some of the immediately preceding Contractor's or Subcontractor's
3 employees are unnecessary for the provision of services, then no less than
4 fifteen (15) days prior to the time it starts providing services, it must provide
5 the following information, in writing, to the County:
- 6 a. The reasons why fewer employees are needed;
 - 7 b. The total number of employees required for the provision of services;
 - 8 c. The number of employees required within each job classification;
 - 9 d. The number of hours required for the provision of services, including
10 within each job classification; and
 - 11 e. A list of the immediately preceding Contractor's or Subcontractor's
12 employees that were or will not be hired, itemized by job
13 classification.
- 14 (4) If the Successor Contractor or Successor Contractor does not hire an
15 employee because the employee declined or failed to respond to a written
16 offer of continued employment, the Successor Contractor or Successor
17 Subcontractor must provide to the County, upon request, a copy of the
18 written offer of continued employment made to the employee.
- 19 (5) If the Successor Contractor or Successor Subcontractor does not hire
20 employees because of a determination that they failed to meet established
21 background testing, drug and alcohol testing, or Airport or federal security
22 requirements, it must provide to the County a list of such employees within
23 fifteen (15) days after such determination.
- 24

1 (6) If the Successor Contractor or Successor Subcontractor determines that
2 one or more additional employees are needed for the provision of services
3 during the initial forty-five (45) day period after that entity commences
4 services under the applicable contract, it must first offer employment, in
5 writing, to any qualified employees of the immediately preceding Contractor
6 or Subcontractor not initially hired or offered employment and identified
7 under Section 26.41(c)(3) prior to hiring new employees to provide the
8 service.

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

14 (d) Contractors shall must include the foregoing language procedures and
15 requirements in its their Contracts with any Subcontractors.

16 (e) For purposes of this paragraph section, "employee" means an individual
17 who is not an exempt employee under the minimum wage and maximum hour exemptions
18 as defined by the Fair Labor Standards Act.

19 Section 3. Severability.

20 If any portion of this Administrative Code Resolution is determined by any court to
21 be invalid, the invalid portion will be stricken, and such striking will not affect the validity
22 of the remainder of this Administrative Code Resolution. If any court determines that this
23 Administrative Code Resolution, in whole or in part, cannot be legally applied to any
24 individual, group, entity, property, or circumstance, such determination will not affect the

applicability of this Administrative Code Resolution to any other individual, group, entity, property, or circumstance.

Section 4. Inclusion in the Broward County Administrative Code.

It is the intention of the Board of County Commissioners that the provisions of this Administrative Code Resolution become part of the Broward County Administrative Code as of the effective date. The sections of this Administrative Code Resolution may be renumbered or relettered and the word "resolution" may be changed to "section," "article," or such other appropriate word or phrase to the extent necessary in order to accomplish such intention.

Section 5. Effective Date.

This Administrative Code Resolution is effective upon adoption.

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

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

By /s/ Adam M. Katzman 09/04/2020
Adam Katzman (date)
Senior Assistant County Attorney

By /s/ René D. Harrod 09/04/2020
René D. Harrod (date)
Deputy County Attorney

AMK/jl
Worker Retention
09/04/2020
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