

RESOLUTION NO. 2014-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PERTAINING TO WORKING STANDARDS AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (“AIRPORT”); AMENDING CHAPTER 26 OF THE BROWARD COUNTY ADMINISTRATIVE CODE TO CREATE PART V PERTAINING TO AIRPORT WORKER STANDARDS; PROVIDING FOR DEFINITIONS; REQUIRING SPECIFIED CONTRACTS TO INCLUDE PROVISIONS ENSURING UNINTERRUPTED SERVICE; AND PROVIDING FOR SEVERABILITY, INCLUSION IN THE BROWARD COUNTY ADMINISTRATIVE CODE, AND AN EFFECTIVE DATE.

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

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

WHEREAS, this amendment to the Administrative Code serves to protect public health, safety, and welfare, NOW, THEREFORE,

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

Section 1. Part V, Chapter 26 of the Broward County Administrative Code, is hereby created to read:

26.40. Definitions.

As used in this Part, the term:

(a) *Air Carrier* means certified commercial air carriers that have authority from the appropriate regulatory Department of the United States of America, or any other competent authority, to operate in and out of the Airport.

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

(c) *Contract* means any airline-airport lease and use agreement, signatory building lease agreement, license, service agreement, operating agreement, or other written instrument pursuant to which a Contractor or Subcontractor engages in commercial activity at the Airport.

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

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

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

(g) *Subcontractor* means any individual, corporation, association, partnership, limited liability company, joint venture, sole proprietorship, trust, or any other entity that provides services at the Airport under a Contract with a Contractor. Subcontractor shall not include ground transportation providers, construction contractors, utility companies, the United States, including Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), or any other federal, state, or local government agency.

26.42. Ensuring Uninterrupted Service

(a) Every Contract with a term greater than six (6) months shall include measures ensuring uninterrupted service consistent with this section. Each Contractor and Subcontractor shall demonstrate what measures it has taken to ensure uninterrupted service during the Contract term. In the event of disruption of service as a

result of the disruption of work by a Contractor's or Subcontractor's employees, the Contract or Subcontract shall be subject to revocation at the discretion of the County.

(b) Contractors shall include the foregoing language in its Contracts with any Subcontractors.

(c) The provisions of this section ensuring uninterrupted service shall not apply to the following Contractors:

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

26.43. Applicability

(a) The requirements of this Part shall not apply where and to the extent state or federal law or regulations preclude their applicability.

(b) The provisions of this Part shall apply to Contracts effective, amended, renewed or extended after the Effective Date of this Part.

Section 2. SEVERABILITY.

If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 3. INCLUSION IN THE ADMINISTRATIVE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Resolution shall become and be made a part of the Broward County Administrative Code; and that the sections of this Resolution be renumbered or relettered and the word

