

# MEMORANDUM

CPC  
Agenda Item No. 1G7

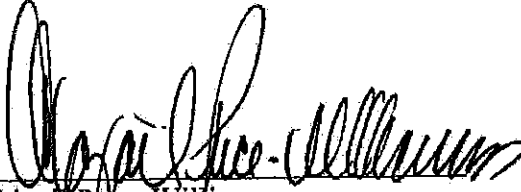
**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** April 20, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Ordinance relating to passenger service and safety conditions at Miami International Airport; creating section 2-287 of the Code; finding that better conditions of employment at Miami International Airport results in better customer service, enhanced airport security, and a more competitive airport; requiring that employment conditions be a selection criteria where competitive procedures are utilized to select entities who are allowed to access Miami International Airport; requiring the incorporation of any proposed conditions into contracts with the County; directing the County Mayor to take steps so that procurement of contracts for covered services conclude by August 1, 2021

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins, and Co-Sponsors Commissioner Daniella Levine Cava and Commissioner Jean Monestime.

  
Abigail Price-Williams  
County Attorney

APW/smm

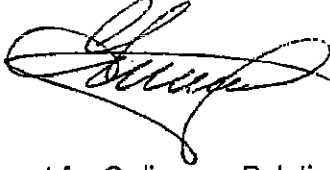
# Memorandum

MIAMI-DADE  
COUNTY

Date:

To: Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
County Mayor



Subject: Fiscal Impact Statement for Ordinance Relating to Passenger Service and Safety  
Conditions at Miami International Airport

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The implementation of the proposed ordinance relating to passenger service, safety conditions and enhanced customer service at Miami International Airport (MIA) creates an unquantifiable fiscal impact for Miami-Dade County. The amount of gross revenues due to the County may increase if costs incurred by the third-party contractor are passed through to their respective employers. Conversely, the cost of airline operations may increase, impacting the number of flights or the size of their operations at MIA.

The provisions of this ordinance do not apply to the airlines, concessionaires or any entity with less than 10 employees at MIA. Therefore, the airlines may decide to bring these kinds of services in-house, reducing the need for third-party providers. Moreover, they do not apply to any procurement in which the County requires mandatory compliance with Section 2-8.9 of the Miami-Dade County as it relates to the Living Wage Ordinance.

*for*   
Jack Osterholt  
Deputy Mayor

Fis03220 200031

# Memorandum



**Date:**

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
County Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

**Subject:** Social Equity Statement for Ordinance Relating to Passenger Service and Safety  
Conditions at Miami International Airport – Legistar No. 200031

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The proposed Ordinance creates Section 2-287 of the Code of Miami-Dade County relating to passenger service, safety conditions and enhanced customer service at Miami International Airport (MIA).

The Ordinance incentivizes third party contractors that participate in a competitive selection to provide covered services at MIA to offer their employees an expanded portfolio of employment conditions. The incentive stems from a selection criterion used during the competitive selection process. The selection criterion includes no more than 25 percent of the total available points for the employment conditions in accordance with Implementing Order 3-34: Formation and Performance of Selection Committees.

If the proposed Ordinance is adopted, it will benefit (regardless of geographic, demographic or income levels) those employees working for third party contractors that operate at MIA, as appropriate. Employees will benefit from an expanded benefits package that may include but is not limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, longevity bonuses, uniform and tool allowance, provision of full time jobs rather than part time jobs, provision of break time and break areas and the existence of a labor peace agreement with any union that represents the employees of the third party contractor. There could be a monetary burden associated with this Ordinance if a third party contractor passes any increase in costs associated with the expanded benefits package to its employees.

The provisions of this Ordinance do not apply to the airlines, concessionaires or any entity that employs less than 10 employees at MIA. Nor does it apply to any competitive procurement where the County requires as a mandatory condition of the procurement compliance with Section 2-8.9 of the Miami-Dade County as it relates to the Living Wage Ordinance.

A handwritten signature in black ink, appearing to read "Jack Osterholt", written above a horizontal line.

Jack Osterholt  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** January 22, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 4(B)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(e) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No. 4(B)

Veto \_\_\_\_\_

1-22-20

Override \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE RELATING TO PASSENGER SERVICE AND SAFETY CONDITIONS AT MIAMI INTERNATIONAL AIRPORT; CREATING SECTION 2-287 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; FINDING THAT BETTER CONDITIONS OF EMPLOYMENT AT MIAMI INTERNATIONAL AIRPORT RESULTS IN BETTER CUSTOMER SERVICE, ENHANCED AIRPORT SECURITY, AND A MORE COMPETITIVE AIRPORT; REQUIRING THAT EMPLOYMENT CONDITIONS BE A SELECTION CRITERIA WHERE COMPETITIVE PROCEDURES ARE UTILIZED TO SELECT ENTITIES WHO ARE ALLOWED TO ACCESS MIAMI INTERNATIONAL AIRPORT; REQUIRING THE INCORPORATION OF ANY PROPOSED CONDITIONS INTO CONTRACTS WITH THE COUNTY; DIRECTING THE COUNTY MAYOR TO TAKE STEPS SO THAT PROCUREMENT OF CONTRACTS FOR COVERED SERVICES CONCLUDE BY AUGUST 1, 2021; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

**WHEREAS**, over 20,000 individuals are employed at Miami International Airport (MIA);

and

**WHEREAS**, only a small fraction of these individuals are employed by Miami-Dade County, with the rest being employed by airlines, concessionaires, and other entities; and

**WHEREAS**, members of the traveling public do not differentiate among these employers, and consider all employees at MIA as representatives of MIA and consider all services rendered as being rendered on behalf of MIA; and

**WHEREAS**, the County receives hundreds of complaints each year from members of the public regarding MIA, and the vast majority of these complaints result from poor customer service provided by workers at MIA who are not County employees; and

**WHEREAS**, travelers have many options in transiting to Florida, including Fort Lauderdale International Airport and Orlando International Airport, and also in transiting to and from the Caribbean and Central and South America, including Atlanta Hartsfield International Airport, Dallas Fort Worth International Airport, and Houston International Airport; and

**WHEREAS**, the service travelers receive affects the airports they choose to transit to and from, and travelers who find their interactions with baggage handlers, wheelchair attendants, skycaps, ticket counter attendants and others to be unpleasant are less likely to continue to fly through MIA; and

**WHEREAS**, employees who are treated well by their employers, who can make a career of their jobs, and who are viewed by their employers as an investment to be nurtured rather than as a disposable source of labor, provide better, friendlier customer service, and are more likely to view the continued success of MIA as part of their own mission; and

**WHEREAS**, employees who are not well treated by their employers have little to no incentive to provide excellent customer service to travelers, have no incentive to help MIA succeed, and are forced by economic necessity to leave MIA in search of better job opportunities; and

**WHEREAS**, employees who have longer tenure at MIA, or who are able to make a career out of work at MIA provide better, more expert customer service, are more likely to be invested in ensuring that MIA remains a secure environment, are less likely to engage in criminal activity such as theft, and are more likely to report security risks and criminal conduct to the proper authorities; and

**WHEREAS**, these employees are also more likely to be invested in ensuring the ramp and terminal areas are free of hazards, and to take extra efforts to ensure the safety of aircraft and passengers; and

**WHEREAS**, MIA is the single largest economic engine in the County; and

**WHEREAS**, it is essential that employees at MIA are treated in such a way so as not to diminish MIA's economic strength; and

**WHEREAS**, it is to the County's direct benefit to ensure that employees interacting with the public, their luggage or both are courteous, professional, and committed to the success of the airport; and

**WHEREAS**, no entity, other than airlines, can utilize MIA except with the express consent of the County, which consent is expressed through contracts; and

**WHEREAS**, the County often utilizes competitive processes, such as requests for proposals or requests for qualifications to allocate such contracts; and

**WHEREAS**, these contracts are incredibly lucrative for the entities who are afforded such contract; and

**WHEREAS**, the free market determinations as to the employment conditions of their employees must be weighed against the County's desire to optimize its competitive position in the free market for travelers; and

**WHEREAS**, the County operates MIA in a proprietary capacity, and issues contracts in a proprietary capacity; and

**WHEREAS**, the best way to harmonize the airport's competitive needs with the needs of employers is to ask employers seeking profits from operating at MIA to compete on this basis for contracts without proscribing any mandatory minimum standards, so that the free market will determine what level of employment conditions best meets the needs of both the County and prospective contractors; and

**WHEREAS**, the County will not condition access to MIA on any minimum employment standards except for those voluntarily proffered by employers as an inducement to the County in a competitive process,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

**Section 1.** The whereas clauses above are findings of fact by this Board of County Commissioners that are expressly incorporated herein.

**Section 2.** Section 2-287 of the Code of Miami-Dade County, Florida, is hereby created to read as follows:

**Sec. 2-287. Required Selection Factor for Certain Competitive Solicitations at Miami International Airport.**

- (1) Definitions and Intent. As used herein, the following terms shall have the following meanings:
  - a. Competitive selection shall mean any process that involves a subjective evaluation of firms as a condition to award of a county contract, including, but not limited to, requests for proposals, requests for qualifications, invitations to negotiate, or expressions of interest.
  - b. Contract shall mean any legal instrument, supported by mutual consideration, by which third parties are authorized to enter onto Miami International Airport



for the purpose of providing covered services, but expressly excludes leases or contracts awarded through non-competitive processes.

- c. Contractor shall mean any entity which seeks to enter onto Miami International Airport for the purpose of providing covered services, except that this term shall not include: Airlines; any wholly owned subsidiary of any airline; food and beverage or retail concessionaires except as provided for below; and any entity with less than 10 employees.
- d. Covered services shall refer only to those services specified in section 2-8.9(F)(2)(a)-(k), as may be amended from time to time.
- e. Employment conditions shall mean the terms under which employees provide their labor to a contractor, and shall include, but not be limited to: wage rates, insurance, paid sick and vacation leave, retirement benefits, uniform and tool allowances, longevity bonuses, provision of break time, provision of break areas, provision of full time jobs rather than part time jobs, the existence of a labor peace agreement with any union seeking to represent that the Contractor's employees, health and safety protections, and the existence of a collective bargaining agreement

- (2) Intent. It is the intent of this section to ensure that, to the maximum extent allowed by free and open competition, contractors providing covered services at Miami International Airport are those contractors whose employees best support, by provision of courteous, knowledgeable, and professional customer service, the County's commercial and proprietary goals in owning and operating Miami International Airport, and to minimize, to the extent consistent with free and open competition, awards of contracts to contractors with employment conditions that damage the commercial reputation and customer goodwill of Miami International Airport among the traveling public or the airlines.

(3) Selection Criteria.

- a. Any competitive selection utilized to select a contractor to provide covered services shall include, as no more than 25 percent of the total available points in such competitive selection, a selection criterion related to such contractor's employment conditions. Participants in any such competitive process may, but are not required to, disclose all employment conditions which they believe to be material to this selection criteria. The failure to specify any employment conditions shall not render a firm non-responsive in any competitive selection. The selection committee for such competitive selection shall award points with respect to this criterion in accordance with Implementing Order 3-34, as may be amended from time to time.
  
- b. No such competitive process shall require that any employer, as a condition of award, provide employment conditions beyond the minimums provided for in state or federal law. No contractor shall be denied any contract on the sole basis of its employment conditions. However, where a contractor, during a competitive selection, affirmatively and voluntarily chooses to proffer to the County employment conditions in excess of the minimums provided for in state or federal law, those proffered conditions shall be incorporated into such contractor's contract with the County, as such proffer is a material and voluntary inducement to the County entering into such contract. After award, the Contractor shall not materially reduce or diminish these disclosed conditions except with the approval of the Board. Additionally, any such contract shall provide a mechanism for the County to audit the contractor's compliance with the proffered employment conditions and such contract shall also provide that the Contractor's employees are intended third party beneficiaries of that portion of the contract. The contract shall additionally provide that any subcontractor supplying labor to such contractor at Miami International Airport shall meet or exceed the employment conditions incorporated into the contract. Notwithstanding the foregoing, a

contractor shall be allowed, without limitation, to change employment conditions pursuant to the enactment of, or revisions to, a collective bargaining agreement.

- (4) Additionally, prior to recommending any award for any contract for covered services to the Board, the County Mayor or County Mayor's designee shall both (a) require the recommended firm to disclose any existing or prior notices of violation from any government entity, or litigation between the firm and any government entity, related to: (1) employee benefits, (2) occupational safety, (3) employee scheduling or breaktime, (4) labor organizing or relations; and (b) conduct its own due diligence related to the contractor with respect to such matters.
- (5) Where notices of violation have been issued to the recommended firm, or where such litigation is disclosed, the County Mayor or County Mayor's designee is directed to consider such matters when determining if the recommended firm is responsible, given potential customer service impacts at MIA; where the County Mayor concludes that the firm is responsible, the rationale for such decision shall be presented in the recommendation for award to the Board. Prior to concluding that a firm is not responsible, the County Mayor or County Mayor's designee shall provide notice of such potential conclusion to the firm and an opportunity to rebut the conclusion. For the purposes of this subsection, the review of the recommended firm shall include the entity being recommended for award as well as any firm which owns the majority of the equity in such entity, or which has legal control of such entity.
- (6) This section shall not apply to any procurement where the County requires, as a mandatory condition of the procurement, that the contractor comply with the County's Living Wage Ordinance, section 2-8.9 of the Code, as may be amended from time to time.
- (7) The County Mayor may, subject to approval by the Board, promulgate an Implementing Order specifying further processes to implement this section, which order may include additional processes consistent with those herein, required contractual terms, and enforcement mechanisms.

**Section 3.** With respect to contracts for the provision of covered services at Miami International Airport that the County Mayor has determined should be procured through competitive processes, and which are currently being provided by way of contracts that were not awarded pursuant to this ordinance, the County Mayor is directed to take steps to ensure that the competitive processes for replacement contracts, consistent with the requirements of this ordinance, concludes by August 1, 2021.

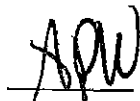
**Section 4.** If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

**Section 5.** It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

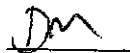
**Section 6.** This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:



Prepared by:



David M. Murray

Prime Sponsor: Commissioner Eileen Higgins  
Co-Sponsors: Commissioner Daniella Levine Cava  
Commissioner Jean Monestime

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