



AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101 • Dania Beach, Florida 33312 • 954-359-6100

May 21, 2019

VIA EMAIL AND CERTIFIED MAIL

Mr. Xavier Rabell
American Sales and Management Organization, LLC
d/b/a Eulen America
7200 Corporate Center Drive, Suet 206
Miami, Florida 33126

Re: Notice of Non-Compliance with Worker Retention

Dear Mr. Rabell:

On behalf of Broward County ("County") I am writing to you regarding the Airline Service Provider Agreement ("Agreement") between the County and American Sales and Management Organization, LLC, d/b/a Eulen America ("Eulen"). As you know Section 26.41 of the County's Administrative Code and Exhibit D to the Agreement provides for worker retention requirements.

Specifically, paragraph C of Exhibit D to the Agreement, provides in relevant part that "[p]ursuant to Section 26.41 of the Broward County Administrative Code, the Provider and its subcontractors shall offer continued employment for the employees of the immediately preceding Provider and subcontractors for a period of forty-five (45) days, *unless the Provider or subcontractor, as applicable, determines and demonstrates to the County that such employees are unnecessary for the provision of services.*" Emphasis added. The provision further provides that if the Provider fails to comply with the worker retention requirement the Aviation Department shall provide written notice of such non-compliance to the Provider.

Recently, concerns were brought to the attention of the Aviation Department that Eulen may not be in compliance with the worker retention requirement. On May 20, 2019, Aviation Department staff met with Eulen to discuss these concerns. Eulen represented that it entered into a contract with Delta Airlines to perform wheelchair service that required 37 employees to perform the service. Eulen hired twenty-four (24) of the 50 employees previously used by Bags, Inc., the former provider. The remaining thirteen (13) employees hired by Eulen to perform the wheelchair service were hired from a combination of employees from a contract Eulen recently lost with WestJet, internal employees, and new employees.

Eulen failed to sufficiently demonstrate to the County prior to not retaining the Bags, Inc. employees that such employees were unnecessary for the provision of services Eulen agreed to perform for Delta Airlines.

Accordingly, this letter serves as the Aviation Department's written notice that Eulen is not in compliance with the worker retention requirement under the Agreement. Should Eulen America not achieve compliance with this provision within thirty (30) days following this written notice, then written notice of termination may be provided by the Aviation Department pursuant to the Agreement. The Aviation Department will continue to investigate if there are other reasons if Eulen is not or is in compliance with the worker retention requirement.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark E. Gale", with a long horizontal flourish extending to the right.

Mark E. Gale, A.A.E.
CEO/Director of Aviation

MEG/ml

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