

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, GRANTING RENEWAL OF A NONEXCLUSIVE, UNRESTRICTED  
3 PORT EVERGLADES STEAMSHIP AGENT SERVICES FRANCHISE TO UNITED  
4 STEVEDORING OF AMERICA, INC., FOR A NEW FIVE-YEAR TERM; PROVIDING  
5 FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY  
6 AND AN EFFECTIVE DATE.

7  
8 WHEREAS, Chapter 32, Part II, of the Broward County Administrative Code  
9 (“Administrative Code”) sets forth criteria for the granting of franchises to businesses to  
10 conduct certain operations at Port Everglades, including, but not limited to, steamship  
11 agent services;

12 WHEREAS, Section 32.15 of the Administrative Code authorizes Broward County  
13 (the “County”) to grant different types of franchises: exclusive or nonexclusive; and  
14 restricted or unrestricted;

15 WHEREAS, Section 32.22 of the Administrative Code provides that franchises  
16 shall be granted by the Broward County Board of County Commissioners (the “Board”)  
17 by Resolution after public hearing;

18 WHEREAS, on August 25, 2020, by Resolution No. 2020-390, the Board granted  
19 United Stevedoring of America, Inc. (“United Stevedoring”), a renewal of a nonexclusive  
20 Port Everglades steamship agent services franchise, with a five-year term commencing  
21 on September 23, 2020, and ending on September 22, 2025 (“Prior Franchise”);

22 WHEREAS, United Stevedoring recently submitted an application for renewal of  
23 its Prior Franchise so that it may continue providing steamship agent services at Port  
24 Everglades;

25 WHEREAS, the Board reviewed United Stevedoring's application pursuant to the  
26 requirements of Chapter 32 of the Administrative Code, and is relying on the  
27 representations made by United Stevedoring in that application;

28 WHEREAS, on September 16, 2025, a public hearing was held to consider United  
29 Stevedoring's application; and

30 WHEREAS, based on the representations of United Stevedoring, and information  
31 presented by Broward County staff and the public, as applicable, the Board does hereby  
32 determine and establish that United Stevedoring has met each of the factors set forth in  
33 applicable provisions of Chapter 32 of the Administrative Code for the granting of a  
34 renewal of United Stevedoring's Prior Franchise so that it may continue providing  
35 steamship agent services at Port Everglades, NOW, THEREFORE,

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

38 Section 1. The foregoing recitals are true and correct and are hereby ratified by  
39 the Board.

40

41 Section 2. Renewal of Prior Franchise to Franchisee.

42 United Stevedoring is hereby granted renewal of its Prior Franchise so that it may  
43 continue to provide steamship agent services at Port Everglades (the “Franchise”),  
44 subject to the terms and conditions of this Resolution.

45 Section 3. Term.

46 The Franchise shall be for a period of five (5) years, commencing September 23,  
47 2025, and ending September 22, 2030, unless sooner terminated in accordance with  
48 Section 32.29 of the Administrative Code.

49 Section 4. Franchise Conditions.

50 By its execution of the franchise renewal application, United Stevedoring agreed  
51 to be bound by and comply with all terms and conditions set forth in Section 32.24 of the  
52 Administrative Code.

53 Section 5. Law, Jurisdiction, Venue, and Waiver of Jury Trial.

54 The Franchise shall be interpreted and construed in accordance with and governed  
55 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any  
56 lawsuit arising from, related to, or in connection with the Franchise shall be in the state  
57 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters  
58 that fall within the exclusive subject matter jurisdiction of the federal courts or those to  
59 which jurisdiction is confirmed by law upon the Federal Maritime Commission (“FMC”),  
60 the exclusive venue for any such lawsuit shall be in the United States District Court, the  
61 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as  
62 applicable. United Stevedoring irrevocably subjects itself to the jurisdiction of said courts.

63 **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A**  
64 **TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE FRANCHISE.**

65 Section 6. Independent Auditor.

66 If requested by the Broward County Auditor, United Stevedoring shall appoint, at  
67 its sole cost, an independent auditor approved by the Broward County Auditor to  
68 (a) review United Stevedoring's ongoing compliance with the terms and conditions of the  
69 Franchise; and (b) issue a compliance report to Broward County within thirty (30) calendar  
70 days after the appointment of the independent auditor.

71 Section 7. Audit Rights and Retention of Records.

72 County shall have the right to audit the books, records, and accounts of United  
73 Stevedoring and all subcontractors that are related to this Franchise. United Stevedoring  
74 and all subcontractors shall keep such books, records, and accounts as may be  
75 necessary to record complete and correct entries related to this Franchise and  
76 performance under this Franchise. All such books, records, and accounts shall be kept in  
77 written form or in a form capable of conversion into written form within a reasonable time;  
78 upon request by County, United Stevedoring and all subcontractors shall make same  
79 available to County in written form at no cost to County and allow County to make copies.  
80 United Stevedoring shall provide County with reasonable access to United Stevedoring's  
81 facilities, and County shall be allowed to interview all employees to discuss matters  
82 pertinent to the performance of this Franchise.

83 United Stevedoring and all subcontractors shall preserve and make available, at  
84 reasonable times within Broward County, Florida, for examination and audit, all financial  
85 records, supporting documents, statistical records, and any other documents pertinent to

86 this Franchise for at least three (3) years after expiration or termination of this Franchise  
87 or until resolution of any audit findings, whichever is longer. This section shall survive any  
88 dispute or litigation between County and United Stevedoring, and United Stevedoring  
89 expressly acknowledges and agrees to be bound by this article throughout the course of  
90 any dispute or litigation with County. Any audit or inspection pursuant to this section may  
91 be performed by any County representative (including any outside representative  
92 engaged by County). United Stevedoring hereby grants County the right to conduct such  
93 audit or review at United Stevedoring's place of business, if deemed appropriate by  
94 County, with seventy-two (72) hours' advance notice. United Stevedoring shall make all  
95 such records and documents available electronically, in common file formats, and/or via  
96 remote access, if and to the extent requested by County.

97 United Stevedoring shall pay to County any underpaid amount identified as a result  
98 of an audit, regardless of the amount of the underpayment. If an audit in accordance with  
99 this section reveals underpayments to County of any nature by United Stevedoring in  
100 excess of five percent (5%) of the applicable contract billings reviewed by County, in  
101 addition to making adjustments for the underpayments, United Stevedoring shall pay the  
102 reasonable cost of County's audit. Any adjustments or payments due as a result of such  
103 audit shall be made within thirty (30) days after presentation of County's findings to United  
104 Stevedoring.

105 United Stevedoring shall ensure that the requirements of this section are included  
106 in all agreements with all subcontractors.

107 Section 8. Notices.

108 In order for a notice to a party to be effective under the Franchise, notice must be  
109 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with  
110 a contemporaneous copy via email, to the addresses stated below and shall be effective  
111 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). A party  
112 may change its notice address by giving notice of such change in accordance with this  
113 section. Until any change is made, notices to United Stevedoring shall be delivered to the  
114 person identified in the franchise application as having authority to bind United  
115 Stevedoring, and notices to Broward County shall be delivered to the following:

116 Broward County, Port Everglades Department

117 ATTN: Chief Executive/Port Director

118 1850 Eller Drive

119 Fort Lauderdale, Florida 33316

120 E-mail: [jmmorris@broward.org](mailto:jmmorris@broward.org)

121 Section 9. Issuance of Certificate.

122 In accordance with Section 32.27 of the Administrative Code, the Port Everglades  
123 Department, Business Development Division, will issue a franchise certificate to United  
124 Stevedoring setting forth the terms and conditions of the Franchise.

125 Section 10. Severability.

126 If any portion of this Resolution is determined by any court to be invalid, the invalid  
127 portion will be stricken, and such striking will not affect the validity of the remainder of this  
128 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
129 legally applied to any individual, group, entity, property, or circumstance, such

130 determination will not affect the applicability of this Resolution to any other individual,  
131 group, entity, property, or circumstance.

132 Section 11. Effective Date.

133 This Resolution is effective upon adoption.

ADOPTED this        day of                                , 2025.        **PROPOSED**

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

By: /s/ Carlos Rodriguez-Cabarrocas    08/04/2025  
      Carlos Rodriguez-Cabarrocas        (date)  
      Senior Assistant County Attorney