

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 FRANCHISE TO SUNSHINE SHIPPING,
4 INC., FOR A NEW FIVE-YEAR TERM; PROVIDING FOR FRANCHISE TERMS AND
5 CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

17 WHEREAS, on December 1, 2020, by Resolution No. 2020-709, the Board granted
18 Sunshine Shipping, Inc. (“Sunshine Shipping”), a renewal of a nonexclusive Port
19 Everglades steamship agent franchise, with a five-year term commencing on January 3,
20 2021, and ending on January 2, 2026 (“Prior Franchise”);

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

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

27 WHEREAS, on December 9, 2025, a public hearing was held to consider Sunshine
28 Shipping's application; and

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

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

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

Section 2. Renewal of Prior Franchise.

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

Section 3. Term.

The Franchise shall be for a period of five (5) years, commencing January 3, 2026, and ending January 2, 2031, unless sooner terminated in accordance with Section 32.29 of the Administrative Code.

Section 4. Franchise Conditions.

By its execution of the franchise renewal application, Sunshine Shipping agreed to be bound by and comply with all terms and conditions set forth in Sections 32.23 and 32.24 of the Administrative Code.

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

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

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

Section 6. Independent Auditor.

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

Section 7. Audit Rights and Retention of Records.

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

Sunshine Shipping and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to

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

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

104 Sunshine Shipping shall ensure that the requirements of this section are included
105 in all agreements with all subcontractors.

Section 8. Notices.

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

Broward County, Port Everglades Department

ATTN: Chief Executive/Port Director

1850 Eller Drive

Fort Lauderdale, Florida 33316

E-mail: jmmorris@broward.org

Section 9. Issuance of Certificate.

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

Section 10. Severability.

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

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

Section 11. Effective Date.

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 10/01/2025
Carlos Rodriguez-Cabarrocas (date)
Senior Assistant County Attorney

CRC/cr
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10/1/2025
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