

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 GAC SHIPPING (USA),
4 INC., D/B/A GAC NORTH AMERICA FOR A NEW FIVE-YEAR TERM; PROVIDING FOR
5 FRANCHISE TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND
6 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 June 1, 2021, by Resolution No. 2021-305, the Board granted GAC
19 Shipping (USA), Inc., d/b/a GAC North America (“GAC Shipping”), a nonexclusive Port
20 Everglades steamship agent franchise, with a five-year term commencing on June 27,
21 2021, and ending on June 26, 2026 (“Prior Franchise”);

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

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

28 WHEREAS, on June 9, 2026, a public hearing was held to consider GAC
29 Shipping's application; and

30 WHEREAS, based on the representations of GAC Shipping, and information
31 presented by Broward County staff and the public, the Board does hereby determine and
32 establish that GAC Shipping has met each of the factors set forth in applicable provisions
33 of Chapter 32 of the Administrative Code for the granting of a renewal of GAC Shipping's
34 Prior Franchise so that it may continue providing steamship agent services at Port
35 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 Section 2. Renewal of Prior Franchise.

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

44 Section 3. Term.

45 The Franchise shall be for a period of five (5) years, commencing June 27, 2026,
46 and ending June 26, 2031, unless sooner terminated in accordance with Section 32.29
47 of the Administrative Code.

48 Section 4. Franchise Conditions.

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

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

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

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

64 Section 6. Independent Auditor.

65 If requested by the Broward County Auditor, GAC Shipping shall appoint, at its
66 sole cost, an independent auditor approved by the Broward County Auditor to (a) review

67 GAC Shipping's ongoing compliance with the terms and conditions of the Franchise; and
68 (b) issue a compliance report to Broward County within thirty (30) calendar days after the
69 appointment of the independent auditor.

70 Section 7. Audit Rights and Retention of Records.

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

82 GAC Shipping and all subcontractors shall preserve and make available, at
83 reasonable times within Broward County, Florida, for examination and audit, all financial
84 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 GAC Shipping, and GAC Shipping expressly
88 acknowledges and agrees to be bound by this section throughout the course of any
89 dispute or litigation with County. Any audit or inspection pursuant to this section may be

90 performed by any County representative (including any outside representative engaged
91 by County). GAC Shipping hereby grants County the right to conduct such audit or review
92 at GAC Shipping's place of business, if deemed appropriate by County, with seventy-two
93 (72) hours' advance notice. GAC Shipping shall make all such records and documents
94 available electronically, in common file formats, and/or via remote access, if and to the
95 extent requested by County.

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

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

105 Section 8. Notices.

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

113 and notices to Broward County shall be delivered to the following:

114 Broward County, Port Everglades Department

115 ATTN: Chief Executive/Port Director

116 1850 Eller Drive

117 Fort Lauderdale, Florida 33316

118 E-mail: jmmorris@broward.org

119 Section 9. Issuance of Certificate.

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

123 Section 10. Severability.

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

130 Section 11. Effective Date.

131 This Resolution is effective upon adoption.

