

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 A.R. SAVAGE & SON,
4 LLC, FOR A NEW FIVE-YEAR TERM; PROVIDING FOR FRANCHISE TERMS AND
5 CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6
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 20, 2024, by Resolution No. 2024-532, the Board
18 consented to the assignment of a nonexclusive, unrestricted steamship agent franchise
19 from Moran Shipping Agencies, Inc., to A.R. Savage & Son, LLC (“A.R. Savage”), to
20 provide steamship agent services at Port Everglades for the remainder of the five-year
21 term ending on January 2, 2026 (“Prior Franchise”);

22 WHEREAS, A.R. Savage recently submitted an application for renewal of its Prior
23 Franchise so that it may continue providing steamship agent services at Port Everglades;

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

27 WHEREAS, on December 9, 2025, a public hearing was held to consider A.R.
28 Savage's application; and

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

39 Section 2. Renewal of Prior Franchise.

40 A.R. Savage is hereby granted renewal of its Prior Franchise so that it may
41 continue to provide steamship agent services at Port Everglades (the "Franchise"),
42 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, A.R. Savage 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. A.R. Savage 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, A.R. Savage shall appoint, at its sole cost, an independent auditor approved by the Broward County Auditor to (a) review A.R.

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

69 Section 7. Audit Rights and Retention of Records.

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

80 A.R. Savage and all subcontractors shall preserve and make available, at
81 reasonable times within Broward County, Florida, for examination and audit, all financial
82 records, supporting documents, statistical records, and any other documents pertinent to
83 this Franchise for at least three (3) years after expiration or termination of this Franchise
84 or until resolution of any audit findings, whichever is longer. This section shall survive any
85 dispute or litigation between County and A.R. Savage, and A.R. Savage expressly
86 acknowledges and agrees to be bound by this article throughout the course of any dispute
87 or litigation with County. Any audit or inspection pursuant to this section may be performed
88 by any County representative (including any outside representative engaged by County).

89 A.R. Savage hereby grants County the right to conduct such audit or review at A.R.
90 Savage's place of business, if deemed appropriate by County, with seventy-two (72)
91 hours' advance notice. A.R. Savage shall make all such records and documents available
92 electronically, in common file formats, and/or via remote access, if and to the extent
93 requested by County.

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

101 A.R. Savage shall ensure that the requirements of this section are included in all
102 agreements with all subcontractors.

103 Section 8. Notices.

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

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