

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

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

