

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 ISS MARINE SERVICES
4 INC., 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 May 4, 2021, by Resolution No. 2021-164, the Board granted ISS
18 Marine Services Inc. (“ISS Marine”), a nonexclusive Port Everglades steamship agent
19 franchise, with a five-year term commencing on June 20, 2021, and ending on June 19,
20 2026 (“Prior Franchise”);

21 WHEREAS, ISS Marine recently submitted an application for renewal of the Prior
22 Franchise so that it may continue providing steamship agent services at Port Everglades;

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

26 WHEREAS, on June 9, 2026, a public hearing was held to consider ISS Marine's
27 application; and

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

33 NOW, THEREFORE,

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

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

38 Section 2. Renewal of Prior Franchise.

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

42 Section 3. Term.

43 The Franchise shall be for a period of five (5) years, commencing June 20, 2026,
44 and ending June 19, 2031, unless sooner terminated in accordance with Section 32.29
45 of the Administrative Code.

46 Section 4. Franchise Conditions.

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

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

51 The Franchise shall be interpreted and construed in accordance with and governed
52 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any
53 lawsuit arising from, related to, or in connection with the Franchise shall be in the state
54 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters
55 that fall within the exclusive subject matter jurisdiction of the federal courts or those to
56 which jurisdiction is confirmed by law upon the Federal Maritime Commission ("FMC"),
57 the exclusive venue for any such lawsuit shall be in the United States District Court, the
58 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as
59 applicable. ISS Marine irrevocably subjects itself to the jurisdiction of said courts. **EACH**
60 **PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY**
61 **JURY OF ANY CIVIL LITIGATION RELATED TO THE FRANCHISE.**

62 Section 6. Independent Auditor.

63 If requested by the Broward County Auditor, ISS Marine shall appoint, at its sole
64 cost, an independent auditor approved by the Broward County Auditor to (a) review ISS

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

68 Section 7. Audit Rights and Retention of Records.

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

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

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

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

100 ISS Marine shall ensure that the requirements of this section are included in all
101 agreements with all subcontractors.

102 Section 8. Notices.

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

111 Broward County, Port Everglades Department

112 ATTN: Chief Executive/Port Director

113 1850 Eller Drive

114 Fort Lauderdale, Florida 33316

115 E-mail: jmmorris@broward.org

116 Section 9. Issuance of Certificate.

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

120 Section 10. Severability.

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

127 Section 11. Effective Date.

128 This Resolution is effective upon adoption.

