

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 ELLER-I.T.O.  
4 STEVEDORING COMPANY, L.L.C., 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 April 21, 2020, by Resolution No. 2020-244, the Board granted  
19 Eller-I.T.O. Stevedoring Company, L.L.C. (“Eller-I.T.O.”), a renewal of a nonexclusive Port  
20 Everglades steamship agent services franchise, with a five-year term commencing on  
21 April 8, 2020, and ending on April 7, 2025 (“Prior Franchise”);

22 WHEREAS, Eller-I.T.O. 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 Eller-I.T.O.'s application pursuant to the  
25 requirements of Chapter 32 of the Administrative Code, and is relying on the  
26 representations made by Eller-I.T.O. in that application;

27 WHEREAS, on April 1, 2025, a public hearing was held to consider Eller-I.T.O.'s  
28 application; and

29 WHEREAS, based on the representations of Eller-I.T.O., and information  
30 presented by Broward County staff and the public, as applicable, the Board does hereby  
31 determine and establish that Eller-I.T.O. 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 Eller-I.T.O.'s Prior Franchise so that it may continue providing steamship agent services  
34 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.

39 Section 2. Renewal of Prior Franchise to Franchisee.

40 Eller-I.T.O. is hereby granted renewal of its Prior Franchise so that it may continue  
41 to provide steamship agent services at Port Everglades (the "Franchise"), subject to the  
42 terms and conditions of this Resolution.

Section 3. Term.

The Franchise shall be for a period of five (5) years, commencing April 8, 2025, and ending April 7, 2030, 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, Eller-I.T.O. agreed to be bound by and comply with all terms and conditions set forth in Section 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. Eller-I.T.O. 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, Eller-I.T.O. shall appoint, at its sole cost, an independent auditor approved by the Broward County Auditor to (a) review

66 Eller-I.T.O.'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  
71 ELLER-I.T.O. and all subcontractors that are related to this Franchise. ELLER-I.T.O. and  
72 all 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  
75 form capable of conversion into written form within a reasonable time, and upon request  
76 to do so, ELLER-I.T.O. and all subcontractors shall make same available in written form  
77 at no cost to County. ELLER-I.T.O. shall provide County with reasonable access to  
78 ELLER-I.T.O.'s facilities, and County shall be allowed to interview all current or former  
79 employees to discuss matters pertinent to the performance of this Franchise.

80 ELLER-I.T.O. 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 ELLER-I.T.O., and ELLER-I.T.O. 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).

ELLER-I.T.O. hereby grants County the right to conduct such audit or review at ELLER-I.T.O.'s place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. ELLER-I.T.O. shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

If an audit or inspection in accordance with this section reveals underpayments to County of any nature by ELLER-I.T.O. in excess of five percent (5%) of the applicable contract billings reviewed by County, in addition to making adjustments for the underpayments, ELLER-I.T.O. shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to ELLER-I.T.O.

ELLER-I.T.O. shall ensure that the requirements of this section are included 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 e-mail, to the addresses stated below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. Until any change is made, notices to Eller-I.T.O. shall be delivered to the person identified in the franchise application as having authority to bind Eller-I.T.O., 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](mailto: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 Eller-I.T.O. 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 02/07/2025  
 Carlos Rodriguez-Cabarrocas (date)  
 Senior Assistant County Attorney