

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, CONSENTING TO THE ASSIGNMENT OF A NONEXCLUSIVE,
3 UNRESTRICTED STEAMSHIP AGENT SERVICES FRANCHISE FROM MORAN
4 SHIPPING AGENCIES, INC., TO A.R. SAVAGE AND SON, LLC, TO PROVIDE
5 STEAMSHIP AGENT SERVICES AT PORT EVERGLADES FOR THE REMAINDER OF
6 THE CURRENT FIVE-YEAR FRANCHISE TERM; PROVIDING FOR FRANCHISE
7 TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN
8 EFFECTIVE DATE.

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10 WHEREAS, Chapter 32, Part II, of the Broward County Administrative Code
11 (“Administrative Code”) provides for the granting of franchises to businesses to conduct
12 operations at Port Everglades;

13 WHEREAS, on December 1, 2020, by Resolution No. 2020-707, the Broward
14 County Board of County Commissioners (the “Board”) renewed the nonexclusive,
15 unrestricted steamship agent services franchise granted to Moran Shipping Agencies,
16 Inc. (“Moran”), with such renewal having a five-year term commencing on
17 January 3, 2021, and ending on January 2, 2026 (“Franchise”);

18 WHEREAS, Moran recently submitted a request to assign its Franchise to A.R.
19 Savage and Son, LLC (“A.R. Savage”), and the Port Everglades Department has received
20 a franchise application from A.R. Savage for a nonexclusive, unrestricted franchise to
21 provide steamship agent services at Port Everglades;

22 WHEREAS, the Board reviewed Moran's assignment request and A.R. Savage's
23 franchise application pursuant to the requirements of Chapter 32 of the Administrative
24 Code, and is relying on the representations made by Moran and A.R. Savage;

25 WHEREAS, on December 10, 2024, a public hearing was held, as required by
26 Section 32.22 of the Administrative Code, to consider the request to assign the Franchise
27 from Moran to A.R. Savage; and

28 WHEREAS, based on the representations of Moran and A.R. Savage, and
29 information presented by Broward County staff and the public, as applicable, the Board
30 does hereby find, determine, and declare the proposed assignment of the Franchise to
31 be in the public interest, NOW, THEREFORE,

32 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
33 BROWARD COUNTY, FLORIDA:

34 Section 1. The foregoing recitals are true and correct and are hereby ratified by
35 the Board.

36 Section 2. Assignment of Franchise.

37 The Board hereby consents to the assignment of the Franchise to provide
38 steamship agent services at Port Everglades from Moran to A.R. Savage, subject to the
39 terms and conditions of this Resolution.

40 Section 3. Assigned Franchise Term.

41 The assigned Franchise shall be for the remainder of the original five (5) year term,
42 ending on January 2, 2026, unless sooner terminated in accordance with Section 32.29
43 of the Administrative Code.

44 Section 4. Franchise Conditions.

45 By its execution of the franchise renewal application, A.R. Savage agreed to be
46 bound by and comply with all terms and conditions set forth in Section 32.24 of the
47 Administrative Code.

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

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

60 Section 6. Independent Auditor.

61 If requested by the Broward County Auditor, A.R. Savage shall appoint, at its sole
62 cost, an independent auditor approved by the Broward County Auditor to (a) review A.R.
63 Savage's ongoing compliance with the terms and conditions of the Franchise; and (b)
64 issue a compliance report to Broward County within thirty (30) calendar days after the
65 appointment of the independent auditor.

66 Section 7. Audit Rights and Retention of Records.

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

77 A.R. Savage and all subcontractors shall preserve and make available, at
78 reasonable times within Broward County, Florida, for examination and audit, all financial
79 records, supporting documents, statistical records, and any other documents pertinent to
80 this Franchise for at least three (3) years after expiration or termination of this Franchise
81 or until resolution of any audit findings, whichever is longer. This section shall survive any
82 dispute or litigation between County and A.R. Savage, and A.R. Savage expressly
83 acknowledges and agrees to be bound by this article throughout the course of any dispute
84 or litigation with County. Any audit or inspection pursuant to this section may be performed
85 by any County representative (including any outside representative engaged by County).
86 A.R. Savage hereby grants County the right to conduct such audit or review at A.R.
87 Savage's place of business, if deemed appropriate by County, with seventy-two (72)
88 hours' advance notice. A.R. Savage shall make all such records and documents available

89 electronically in common file formats or via remote access if, and to the extent, requested
90 by County.

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

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

99 Section 8. Notices.

100 In order for a notice to a party to be effective under the Franchise, notice must be
101 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with
102 a contemporaneous copy via e-mail, to the addresses stated below and shall be effective
103 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The
104 addresses for notice shall remain as set forth in this section unless and until changed by
105 providing notice of such change in accordance with the provisions of this section. Until
106 any change is made, notices to A.R. Savage shall be delivered to the person identified in
107 the franchise application as having authority to bind A.R. Savage, and notices to Broward
108 County shall be delivered to the following:

109 Broward County, Port Everglades Department

110 ATTN: Chief Executive/Port Director

111 1850 Eller Drive

112 Fort Lauderdale, Florida 33316

113 E-mail: jmmorris@broward.org

114 Section 9. Issuance of Certificate.

115 In accordance with Section 32.27 of the Administrative Code, the Port Everglades
116 Department, Business Development Division, will issue a franchise certificate to A.R.
117 Savage setting forth the terms and conditions of the Franchise.

118 Section 10. Severability.

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

125 Section 11. Effective Date.

126 This Resolution is effective upon adoption.

