

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 SUN TERMINALS, INC.,
4 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 18, 2021, by Resolution No. 2021-285, the Board granted Sun
18 Terminals, Inc. (“Sun Terminals”), a nonexclusive Port Everglades steamship agent
19 franchise, with a five-year term commencing on June 3, 2021, and ending on June 2, 2026
20 (“Prior Franchise”);

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

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

27 WHEREAS, on May 26, 2026, a public hearing was held to consider Sun
28 Terminals' application; and

29 WHEREAS, based on the representations of Sun Terminals, and information
30 presented by Broward County staff and the public, the Board does hereby determine and
31 establish that Sun Terminals 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 Sun Terminals'
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 Sun Terminals 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.

43 Section 3. Term.

44 The Franchise shall be for a period of five (5) years, commencing June 3, 2026,
45 and ending June 2, 2031, unless sooner terminated in accordance with Section 32.29 of
46 the Administrative Code.

47 Section 4. Franchise Conditions.

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

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

52 The Franchise shall be interpreted and construed in accordance with and governed
53 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any
54 lawsuit arising from, related to, or in connection with the Franchise shall be in the state
55 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters
56 that fall within the exclusive subject matter jurisdiction of the federal courts or those to
57 which jurisdiction is confirmed by law upon the Federal Maritime Commission ("FMC"),
58 the exclusive venue for any such lawsuit shall be in the United States District Court, the
59 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as
60 applicable. Sun Terminals irrevocably subjects itself to the jurisdiction of said courts.

61 **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A**
62 **TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE FRANCHISE.**

63 Section 6. Independent Auditor.

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

66 Sun Terminals' ongoing compliance with the terms and conditions of the Franchise; and
67 (b) 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 Sun
71 Terminals and all subcontractors that are related to this Franchise. Sun Terminals 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 Sun Terminals and all subcontractors shall make same available to County in written form
77 at no cost to County and allow County to make copies. Sun Terminals shall provide
78 County with reasonable access to Sun Terminals' facilities, and County shall be allowed
79 to interview all employees to discuss matters pertinent to the performance of this
80 Franchise.

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

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

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

102 Sun Terminals shall ensure that the requirements of this section are included in all
103 agreements with all subcontractors.

104 Section 8. Notices.

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

112 and notices to Broward County shall be delivered to the following:

113 Broward County, Port Everglades Department

114 ATTN: Chief Executive/Port Director

115 1850 Eller Drive

116 Fort Lauderdale, Florida 33316

117 E-mail: jmmorris@broward.org

118 Section 9. Issuance of Certificate.

119 In accordance with Section 32.27 of the Administrative Code, the Port Everglades
120 Department, Business Development Division, will issue a franchise certificate to Sun
121 Terminals setting forth the terms and conditions of the Franchise.

122 Section 10. Severability.

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

129 Section 11. Effective Date.

130 This Resolution is effective upon adoption.

