

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, GRANTING A NONEXCLUSIVE, UNRESTRICTED PORT
3 EVERGLADES CARGO HANDLER SERVICES FRANCHISE TO SSA CRUISE, LLC,
4 FOR A TEN-YEAR TERM; WAIVING THE NEW BUSINESS REQUIREMENT;
5 PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING FOR
6 SEVERABILITY 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, cargo handler
11 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 32.16(b)(10) of the Administrative Code requires first-time
16 applicants for cargo handler services franchises to demonstrate their ability to attract and
17 retain new business, which requirement can be waived by the Broward County Board of
18 County Commissioners (the “Board”) for good cause;

19 WHEREAS, Section 32.22 of the Administrative Code provides that franchises
20 shall be granted by the Board by Resolution after public hearing;

21 WHEREAS, on September 17, 2015, by Resolution No. 2015-458, the Board
22 granted Ceres Marine Terminals Inc. ("Ceres"), a renewal of a nonexclusive Port
23 Everglades cargo handler services franchise, with a ten-year term commencing on
24 November 4, 2015, and ending on November 3, 2025;

25 WHEREAS, Carrix, Inc., acquired Ceres and desires to operate cargo handler
26 services under a different subsidiary, SSA Cruise, LLC ("SSA Cruise");

27 WHEREAS, SSA Cruise recently submitted an application for a nonexclusive,
28 unrestricted franchise so that it may provide cargo handler services at Port Everglades;

29 WHEREAS, the Board reviewed SSA Cruise's application pursuant to the
30 requirements of Chapter 32 of the Administrative Code, and is relying on the
31 representations made by SSA Cruise in that application;

32 WHEREAS, on October 21, 2025, a public hearing was held to consider SSA
33 Cruise's application; and

34 WHEREAS, based on the representations of SSA Cruise, and information
35 presented by Broward County staff and the public, as applicable, the Board does hereby
36 determine and establish that SSA Cruise has met each of the factors set forth in
37 applicable provisions of Chapter 32 of the Administrative Code for the granting of a
38 nonexclusive, unrestricted franchise so that it may provide cargo handler services at Port
39 Everglades, NOW, THEREFORE,

40 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
41 BROWARD COUNTY, FLORIDA:

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

Section 2. Award of Franchise to Franchisee.

SSA Cruise is hereby granted a nonexclusive, unrestricted franchise to provide cargo handler services at Port Everglades (the “Franchise”), subject to the terms and conditions of this Resolution.

Section 3. Waiver of New Business Requirement.

Based on the corporate relationship between Ceres and SSA Cruise, the Board hereby waives the “new business” requirement, as defined in Section 32.16(b)(10) of the Administrative Code, finding that there is good cause for the waiver.

Section 4. Term.

The Franchise shall be for a period of ten (10) years, commencing November 4, 2025, and ending November 3, 2035, unless sooner terminated in accordance with Section 32.29 of the Administrative Code.

Section 5. Franchise Conditions.

By its execution of the franchise application, SSA Cruise agreed to be bound by and comply with all terms and conditions set forth in Section 32.24 of the Administrative Code.

Section 6. 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. SSA Cruise 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 7. Independent Auditor.

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

Section 8. Audit Rights and Retention of Records.

County shall have the right to audit the books, records, and accounts of SSA Cruise and all subcontractors that are related to this Franchise. SSA Cruise and all subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Franchise and performance under this Franchise. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, SSA Cruise and all subcontractors shall make same available to County in written form at no cost to County and allow County to make copies. SSA Cruise shall provide County

87 with reasonable access to SSA Cruise's facilities, and County shall be allowed to
88 interview all employees to discuss matters pertinent to the performance of this Franchise.

89 SSA Cruise and all subcontractors shall preserve and make available, at
90 reasonable times within Broward County, Florida, for examination and audit, all financial
91 records, supporting documents, statistical records, and any other documents pertinent to
92 this Franchise for at least three (3) years after expiration or termination of this Franchise
93 or until resolution of any audit findings, whichever is longer. This section shall survive any
94 dispute or litigation between County and SSA Cruise, and SSA Cruise expressly
95 acknowledges and agrees to be bound by this article throughout the course of any dispute
96 or litigation with County. Any audit or inspection pursuant to this section may be performed
97 by any County representative (including any outside representative engaged by County).
98 SSA Cruise hereby grants County the right to conduct such audit or review at SSA
99 Cruise's place of business, if deemed appropriate by County, with seventy-two (72) hours'
100 advance notice. SSA Cruise shall make all such records and documents available
101 electronically, in common file formats, and/or via remote access, if and to the extent
102 requested by County.

103 SSA Cruise shall pay to County any underpaid amount identified as a result of an
104 audit, regardless of the amount of the underpayment. If an audit in accordance with this
105 section reveals underpayments to County of any nature by SSA Cruise in excess of five
106 percent (5%) of the applicable contract billings reviewed by County, in addition to making
107 adjustments for the underpayments, SSA Cruise shall pay the reasonable cost of
108 County's audit. Any adjustments or payments due as a result of such audit shall be made
109 within thirty (30) days after presentation of County's findings to SSA Cruise.

SSA Cruise shall ensure that the requirements of this section are included in all agreements with all subcontractors.

Section 9. 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 email, to the addresses stated below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). A party may change its notice address by giving notice of such change in accordance with this section. Until any change is made, notices to SSA Cruise shall be delivered to the person identified in the franchise application as having authority to bind SSA Cruise, 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

Section 10. 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 SSA Cruise setting forth the terms and conditions of the Franchise.

Section 11. 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 12. 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 09/15/2025
Carlos Rodriguez-Cabarrocas (date)
Senior Assistant County Attorney