

**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 CARGO HANDLER FRANCHISE TO FLORIDA INTERNATIONAL  
4 TERMINAL, LLC, FOR A NEW TEN-YEAR TERM; PROVIDING FOR FRANCHISE  
5 TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN  
6 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 32.22 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 26, 2016, by Resolution No. 2016-247, the Board granted  
19 Florida International Terminal, LLC (“FIT”), a nonexclusive Port Everglades cargo handler  
20 franchise, with a ten-year term commencing on June 14, 2016, and ending on June 13,  
21 2026 (“Prior Franchise”);

22 WHEREAS, FIT recently submitted an application for renewal of the Prior  
23 Franchise so that it may continue providing cargo handler services at Port Everglades;

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

27 WHEREAS, on May 12, 2026, a public hearing was held to consider FIT's  
28 application; and

29 WHEREAS, based on the representations of FIT, and information presented by  
30 Broward County staff and the public, the Board does hereby determine and establish that  
31 FIT has met each of the factors set forth in applicable provisions of Chapter 32 of the  
32 Administrative Code for the granting of a renewal of FIT's Prior Franchise so that it may  
33 continue providing cargo handler services at Port Everglades, 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 FIT is hereby granted renewal of its Prior Franchise so that it may continue to  
40 provide cargo handler services at Port Everglades (the "Franchise"), subject to the terms  
41 and conditions of this Resolution.

42 Section 3. Term.

43 The Franchise shall be for a period of ten (10) years, commencing June 14, 2026,  
44 and ending June 13, 2036, 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, FIT agreed to be bound by  
48 and comply with all terms and conditions set forth in Sections 32.23 and 32.24 of the  
49 Administrative Code.

50 Section 5. Law, Jurisdiction, Venue, and Waiver of Jury Trial. The Franchise  
51 shall be interpreted and construed in accordance with and governed by the laws of the  
52 State of Florida. Except as provided herein, the exclusive venue for any lawsuit arising  
53 from, related to, or in connection with the Franchise shall be in the state courts of the  
54 Seventeenth Judicial Circuit in and for Broward County, Florida. For matters that fall within  
55 the exclusive subject matter jurisdiction of the federal courts or those to which jurisdiction  
56 is confirmed by law upon the Federal Maritime Commission ("FMC"), the exclusive venue  
57 for any such lawsuit shall be in the United States District Court, the United States  
58 Bankruptcy Court for the Southern District of Florida, or the FMC, as applicable. FIT  
59 irrevocably subjects itself to the jurisdiction of said courts. **EACH PARTY HEREBY**  
60 **EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY**  
61 **CIVIL LITIGATION RELATED TO THE FRANCHISE.**

62 Section 6. Independent Auditor.

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

65 compliance with the terms and conditions of the Franchise; and (b) issue a compliance  
66 report to Broward County within thirty (30) calendar days after the appointment of the  
67 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 FIT and  
70 all subcontractors that are related to this Franchise. FIT and all subcontractors shall keep  
71 such books, records, and accounts as may be necessary to record complete and correct  
72 entries related to this Franchise and performance under this Franchise. All such books,  
73 records, and accounts shall be kept in written form or in a form capable of conversion into  
74 written form within a reasonable time; upon request by County, FIT and all subcontractors  
75 shall make same available to County in written form at no cost to County and allow County  
76 to make copies. FIT shall provide County with reasonable access to FIT's facilities, and  
77 County shall be allowed to interview all employees to discuss matters pertinent to the  
78 performance of this Franchise.

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

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

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

99 FIT shall ensure that the requirements of this section are included in all  
100 agreements with all subcontractors.

101 Section 8. Notices.

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

110 Broward County, Port Everglades Department

111 ATTN: Chief Executive/Port Director

112 1850 Eller Drive

113 Fort Lauderdale, Florida 33316

114 E-mail: [jmmorris@broward.org](mailto:jmmorris@broward.org)

115 Section 9. Issuance of Certificate.

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

119 Section 10. Severability.

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

126 Section 11. Effective Date.

127 This Resolution is effective upon adoption.

