

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, CONSENTING TO THE ASSIGNMENT OF A NONEXCLUSIVE, UNRESTRICTED STEAMSHIP AGENT FRANCHISE FROM NORTON LILLY INTERNATIONAL, INC., TO NORTON LILLY INTERNATIONAL U.S., INC., FOR THE REMAINDER OF THE FIVE-YEAR TERM; PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 32, Part II, of the Broward County Administrative Code ("Administrative Code") sets forth criteria for the granting of franchises to businesses to conduct certain operations at Port Everglades, including, but not limited to, steamship agent services;

WHEREAS, on February 8, 2022, by Resolution No. 2022-051, the Broward County Board of County Commissioners (the "Board") renewed the nonexclusive, unrestricted steamship agent franchise granted to Norton Lilly International, Inc. ("Norton Lilly"), with such renewal having a five-year term commencing on February 27, 2022, and ending on February 26, 2027 ("Franchise");

WHEREAS, Norton Lilly recently submitted a request to assign its Franchise to Norton Lilly International U.S., Inc. ("Norton Lilly U.S."), and the Port Everglades Department has received a franchise application from Norton Lilly U.S. for a nonexclusive, unrestricted franchise to provide steamship agent services at Port Everglades;

21 WHEREAS, the Board reviewed Norton Lilly's assignment request and Norton Lilly
22 U.S.'s franchise application pursuant to the requirements of Chapter 32 of the
23 Administrative Code, and is relying on the representations made by Norton Lilly and
24 Norton Lilly U.S.;

25 WHEREAS, on December 9, 2025, 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 Norton Lilly to Norton Lilly U.S.; and

28 WHEREAS, based on the representations of Norton Lilly and Norton Lilly U.S., and
29 information presented by Broward County staff and the public, the Board does hereby
30 find, determine, and declare the proposed assignment of the Franchise to be in the public
31 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 from Norton Lilly
38 to Norton Lilly U.S., subject to the terms and conditions of this Resolution.

39 Section 3. Term.

40 The assigned Franchise shall be for the remainder of the original five (5) year term,
41 ending on February 26, 2027, unless sooner terminated in accordance with Section 32.29
42 of the Administrative Code.

Section 4. Franchise Conditions.

By its execution of the franchise renewal application, Norton Lilly U.S. agreed to be bound by and comply with all terms and conditions set forth in Sections 32.23 and 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. Norton Lilly U.S. 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, Norton Lilly U.S. shall appoint, at its sole cost, an independent auditor approved by the Broward County Auditor to (a) review Norton Lilly U.S.'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 7. Audit Rights and Retention of Records.

County shall have the right to audit the books, records, and accounts of Norton Lilly U.S. and all subcontractors that are related to this Franchise. Norton Lilly U.S. 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, Norton Lilly U.S. and all subcontractors shall make same available to County in written form at no cost to County and allow County to make copies. Norton Lilly U.S. shall provide County with reasonable access to Norton Lilly U.S.'s facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Franchise.

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

hours' advance notice. Norton Lilly U.S. shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

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

Norton Lilly U.S. 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 email, to the addresses stated below and shall be effective upon mailing or hand delivery (provided the contemporaneous email 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 Norton Lilly U.S. shall be delivered to the person identified in the franchise application as having authority to bind Norton Lilly U.S., 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 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 Norton Lilly U.S. 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 10/08/2025
 Carlos Rodriguez-Cabarrocas (date)
 Senior Assistant County Attorney