PROPOSED

DECOI	UITION NO	
RESUI	1 1 1 10 1131 1310 1	

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, GRANTING A NONEXCLUSIVE, UNRESTRICTED PORT EVERGLADES CARGO HANDLER SERVICES FRANCHISE TO SSA CRUISE, LLC, FOR A TEN-YEAR TERM; WAIVING THE NEW BUSINESS REQUIREMENT; 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, cargo handler services;

WHEREAS, Section 32.15 of the Administrative Code authorizes Broward County (the "County") to grant different types of franchises: exclusive or nonexclusive; and restricted or unrestricted;

WHEREAS, Section 32.16(b)(10) of the Administrative Code requires first-time applicants for cargo handler services franchises to demonstrate their ability to attract and retain new business, which requirement can be waived by the Broward County Board of County Commissioners (the "Board") for good cause;

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

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

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

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

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

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

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

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

42 Section 1. The foregoing recitals are true and correct and are hereby ratified by 43 the Board. 44 Section 2. Award of Franchise to Franchisee. 45 SSA Cruise is hereby granted a nonexclusive, unrestricted franchise to provide 46 cargo handler services at Port Everglades (the "Franchise"), subject to the terms and 47 conditions of this Resolution. 48 Section 3. Waiver of New Business Requirement. 49 Based on the corporate relationship between Ceres and SSA Cruise, the Board 50 hereby waives the "new business" requirement, as defined in Section 32.16(b)(10) of the 51 Administrative Code, finding that there is good cause for the waiver. 52 Section 4. Term. 53 The Franchise shall be for a period of ten (10) years, commencing 54 November 4, 2025, and ending November 3, 2035, unless sooner terminated in accordance with Section 32.29 of the Administrative Code. 55 56 Section 5. Franchise Conditions. 57 By its execution of the franchise application, SSA Cruise agreed to be bound by 58 and comply with all terms and conditions set forth in Section 32.24 of the Administrative 59 Code. 60 Section 6. Law, Jurisdiction, Venue, and Waiver of Jury Trial. 61 The Franchise shall be interpreted and construed in accordance with and governed 62 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any 63 lawsuit arising from, related to, or in connection with the Franchise shall be in the state 64 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. <u>Audit Rights and Retention of Records</u>.

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

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

SSA Cruise 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 SSA Cruise, and SSA Cruise 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). SSA Cruise hereby grants County the right to conduct such audit or review at SSA Cruise's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. SSA Cruise 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.

SSA Cruise 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 SSA Cruise in excess of five percent (5%) of the applicable contract billings reviewed by County, in addition to making adjustments for the underpayments, SSA Cruise 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 SSA Cruise.

110 SSA Cruise shall ensure that the requirements of this section are included in all 111 agreements with all subcontractors. 112 Section 9. Notices. 113 In order for a notice to a party to be effective under the Franchise, notice must be 114 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with 115 a contemporaneous copy via email, to the addresses stated below and shall be effective 116 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). A party 117 may change its notice address by giving notice of such change in accordance with this 118 section. Until any change is made, notices to SSA Cruise shall be delivered to the person 119 identified in the franchise application as having authority to bind SSA Cruise, and notices 120 to Broward County shall be delivered to the following: 121 Broward County, Port Everglades Department 122 ATTN: Chief Executive/Port Director 123 1850 Eller Drive 124 Fort Lauderdale, Florida 33316 125 E-mail: <u>immorris@broward.org</u> 126 Section 10. Issuance of Certificate. 127 In accordance with Section 32.27 of the Administrative Code, the Port Everglades 128 Department, Business Development Division, will issue a franchise certificate to SSA 129 Cruise setting forth the terms and conditions of the Franchise. 130 Section 11. Severability. 131 If any portion of this Resolution is determined by any court to be invalid, the invalid 132 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. <u>Effective Date</u>.

133

134

135

136

137

138

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: <u>/s/ Carlos Rodriguez-Cabarrocas 09/15/2025</u>
Carlos Rodriguez-Cabarrocas (date)
Senior Assistant County Attorney

CRC/dh SSA CRUISE_CH_R02 final 9/15/2025 #80040-2004