

**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](mailto: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.

