

1 RESOLUTION NO. 2021-

2
3 A RESOLUTION OF THE BOARD OF COUNTY
4 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
5 GRANTING RENEWAL OF A NONEXCLUSIVE FRANCHISE
6 TO ISS MARINE SERVICES INC. DBA INCHCAPE
7 SHIPPING SERVICES FOR A FIVE-YEAR TERM TO
8 PROVIDE STEAMSHIP AGENT SERVICES AT PORT
9 EVERGLADES; PROVIDING FOR FRANCHISE TERMS
10 AND CONDITIONS; AND PROVIDING FOR SEVERABILITY
11 AND AN EFFECTIVE DATE.

12 WHEREAS, the Broward County Board of County Commissioners (the "Board")
13 adopted Resolution No. 94-1302, effective November 22, 1994, creating Chapter 32 of
14 the Broward County Administrative Code, which provides, in part, for the granting of
15 franchises to businesses to conduct operations at Port Everglades;

16 WHEREAS, on April 26, 2016, by Resolution No. 2016-245, the Board granted ISS
17 Marine Services Inc. d/b/a Inchcape Shipping Services ("ISS Marine Services") a renewal
18 of a nonexclusive franchise to provide steamship agent services at Port Everglades, with
19 a five-year term commencing on June 20, 2016, and ending on June 19, 2021;

20 WHEREAS, ISS Marine Services recently submitted an application for an
21 additional renewal of a nonexclusive franchise so that it may continue providing
22 steamship agent services at Port Everglades;

23 WHEREAS, the Board reviewed ISS Marine Services' application pursuant to the
24 requirements of Chapter 32 of the Broward County Administrative Code, and has relied
on the representations made by ISS Marine Services in such application;

1 WHEREAS, on May 4, 2021, a public hearing was held, as required by
2 Section 32.22 of the Broward County Administrative Code, to consider ISS Marine
3 Services' application; and

4 WHEREAS, based on the representations of ISS Marine Services, and information
5 presented by Broward County staff and the public, as applicable, the Board determines
6 and establishes that ISS Marine Services has met each of the factors set forth in Section
7 32.19.d of the Broward County Administrative Code, and declares that the best interests
8 of Broward County dictate renewal of ISS Marine Services' nonexclusive franchise to
9 provide steamship agent services at Port Everglades, NOW, THEREFORE,

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

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14 Section 1. The foregoing "WHEREAS" clauses are true and correct and are
15 hereby ratified by the Board.

16 Section 2. Renewal of Franchise to ISS Marine Services.

17 ISS Marine Services is hereby granted renewal of a nonexclusive franchise to
18 provide steamship agent services at Port Everglades (the "Franchise"), subject to the
19 terms and conditions of this Resolution.

20 Section 3. Term.

21 The Franchise shall be for a period of five (5) years, commencing June 20, 2021,
22 and ending June 19, 2026, unless sooner terminated in accordance with Section 32.29
23 of the Broward County Administrative Code.

1 Section 4. Franchise Conditions.

2 By its execution of the franchise renewal application, ISS Marine Services agreed
3 that it will be bound by and comply with all terms and conditions set forth in Section 32.24
4 of the Broward County Administrative Code.

5 Section 5. Law, Jurisdiction, Venue, and Waiver of Jury Trial.

6 The Franchise shall be interpreted and construed in accordance with and governed
7 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any
8 lawsuit arising from, related to, or in connection with the Franchise shall be in the state
9 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters
10 that fall within the exclusive subject matter jurisdiction of the federal courts or those to
11 which jurisdiction is confirmed by law upon the Federal Maritime Commission ("FMC"),
12 the exclusive venue for any such lawsuit shall be in the United States District Court, the
13 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as
14 applicable. ISS Marine Services irrevocably subjects itself to the jurisdiction of said courts.

15 **ISS MARINE SERVICES AND BROWARD COUNTY HEREBY EXPRESSLY WAIVE**
16 **ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL**
17 **LITIGATION RELATED TO THE FRANCHISE. IF A PARTY FAILS TO WITHDRAW A**
18 **REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE FRANCHISE**
19 **AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS**
20 **SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE**
21 **LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER**
22 **PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS**
23 **SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

1 Section 6. Independent Auditor.

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

7 Section 7. Notices.

8 In order for a notice to a party to be effective under the Franchise, notice must be
9 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with
10 a contemporaneous copy via e-mail, to the addresses stated below and shall be effective
11 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The
12 addresses for notice shall remain as set forth in this section unless and until changed by
13 providing notice of such change in accordance with the provisions of this section. Until
14 any change is made, notices to ISS Marine Services shall be delivered to the person
15 identified in the franchise application as having authority to bind ISS Marine Services, and
16 notices to Broward County shall be delivered to the following:

17 Broward County, Port Everglades Department
18 ATTN: Chief Executive/Port Director
19 1850 Eller Drive
20 Fort Lauderdale, Florida 33316
21 E-mail: jdaniels@broward.org

22 Section 8. Issuance of Certificate.

23 In accordance with Section 32.27 of the Broward County Administrative Code, the
24 Port Everglades Department, Business Administration Division, will issue a franchise
certificate to ISS Marine Services setting forth the terms and conditions of the Franchise.

1 Section 9. Severability.

2 If any portion of this Resolution is determined by any court to be invalid, the invalid
3 portion will be stricken, and such striking will not affect the validity of the remainder of this
4 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
5 legally applied to any individual, group, entity, property, or circumstance, such
6 determination will not affect the applicability of this Resolution to any other individual,
7 group, entity, property, or circumstance.

8 Section 10. Effective Date.

9 This Resolution is effective upon adoption.

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12 ADOPTED this _____ day of _____, 2021.

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15 Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

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17 By /s/ Carlos Rodriguez-Cabarrocas 03/18/2021
Carlos Rodriguez-Cabarrocas (date)
Assistant County Attorney

18
19 By /s/ Russell J. Morrison 03/18/2021
Russell J. Morrison (date)
Senior Assistant County Attorney

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23 RJM:dh
03/18/21
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