

1 RESOLUTION NO. 2021-

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3 A RESOLUTION OF THE BOARD OF COUNTY  
4 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
5 GRANTING RENEWAL OF A NONEXCLUSIVE FRANCHISE  
6 TO HIRSCH STEVEDORING, LLC, FOR A TEN-YEAR  
7 TERM TO PROVIDE STEVEDORE SERVICES AT PORT  
8 EVERGLADES; PROVIDING FOR FRANCHISE TERMS  
9 AND CONDITIONS; AND PROVIDING FOR SEVERABILITY  
10 AND AN EFFECTIVE DATE.

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

15 WHEREAS, on December 1, 2020, by Resolution No. 2020-712, the Board  
16 granted Hirsch Stevedoring, LLC ("Hirsch"), a renewal of a nonexclusive franchise to  
17 provide stevedore services at Port Everglades, with a one-year term commencing on  
18 December 1, 2020, and ending on November 30, 2021;

19 WHEREAS, Hirsch recently submitted an application for an additional renewal of  
20 a nonexclusive franchise so that it may continue providing stevedore services at Port  
21 Everglades;

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

WHEREAS, on October 19, 2021, a public hearing was held, as required by  
Section 32.22 of the Broward County Administrative Code, to consider Hirsch's  
application; and

1           WHEREAS, based on the representations of Hirsch, and information presented by  
2 Broward County staff and the public, as applicable, the Board determines and establishes  
3 that Hirsch has met each of the factors set forth in Section 32.17.b of the Broward County  
4 Administrative Code, and declares that the best interests of Broward County dictate  
5 renewal of Hirsch's nonexclusive franchise to provide stevedore services at Port  
6 Everglades, NOW, THEREFORE,

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

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

13           Section 2.    Renewal of Franchise to Hirsch.

14           Hirsch is hereby granted renewal of a nonexclusive franchise to provide stevedore  
15 services at Port Everglades (the "Franchise"), subject to the terms and conditions of this  
16 Resolution.

17           Section 3.    Term.

18           The Franchise shall be for a period of ten (10) years, commencing on  
19 December 1, 2021, and ending on November 30, 2031, unless sooner terminated in  
20 accordance with Section 32.29 of the Broward County Administrative Code.

21           Section 4.    Franchise Conditions.

22           By its execution of the franchise renewal application, Hirsch agreed that it will be  
23 bound by and comply with all terms and conditions set forth in Section 32.24 of the  
24 Broward County Administrative Code.

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

2 The Franchise shall be interpreted and construed in accordance with and governed  
3 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any  
4 lawsuit arising from, related to, or in connection with the Franchise shall be in the state  
5 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters  
6 that fall within the exclusive subject matter jurisdiction of the federal courts or those to  
7 which jurisdiction is confirmed by law upon the Federal Maritime Commission (“FMC”),  
8 the exclusive venue for any such lawsuit shall be in the United States District Court, the  
9 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as  
10 applicable. Hirsch irrevocably subjects itself to the jurisdiction of said courts. **HIRSCH**  
11 **AND BROWARD COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER**  
12 **PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO**  
13 **THE FRANCHISE. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY**  
14 **TRIAL IN A LAWSUIT ARISING OUT OF THE FRANCHISE AFTER WRITTEN NOTICE**  
15 **BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING**  
16 **THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE**  
17 **ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE**  
18 **REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE**  
19 **COURT IN ADJUDICATING THE MOTION.**

20 Section 6. Independent Auditor.

21 If requested by the Broward County Auditor, Hirsch shall appoint, at its sole cost,  
22 an independent auditor approved by the Broward County Auditor to (a) review Hirsch’s  
23 ongoing compliance with the terms and conditions of the Franchise; and (b) issue a  
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1 compliance report to Broward County within thirty (30) calendar days after the  
2 appointment of the independent auditor.

3 Section 7. Notices.

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

13 Broward County, Port Everglades Department  
14 ATTN: Chief Executive/Port Director  
15 1850 Eller Drive  
Fort Lauderdale, Florida 33316  
E-mail: jdaniels@broward.org

16 Section 8. Issuance of Certificate.

17 In accordance with Section 32.27 of the Broward County Administrative Code, the  
18 Port Everglades Department, Business Administration Division, will issue a franchise  
19 certificate to Hirsch setting forth the terms and conditions of the Franchise.

20 Section 9. Severability.

21 If any portion of this Resolution is determined by any court to be invalid, the invalid  
22 portion will be stricken, and such striking will not affect the validity of the remainder of this  
23 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
24 legally applied to any individual, group, entity, property, or circumstance, such

1 determination will not affect the applicability of this Resolution to any other individual,  
2 group, entity, property, or circumstance.

3 Section 10. Effective Date.

4 This Resolution is effective upon adoption.

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7 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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12 By /s/ Carlos Rodriguez-Cabarrocas 08/19/2021  
Carlos Rodriguez-Cabarrocas (date)  
Senior Assistant County Attorney

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23 CRC:cr/dh  
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