

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 METRO SHORE SERVICES LLC FOR A FIVE-YEAR  
7 TERM TO PROVIDE STEAMSHIP AGENT SERVICES AT  
8 PORT EVERGLADES; PROVIDING FOR FRANCHISE  
9 TERMS AND CONDITIONS; AND PROVIDING FOR  
10 SEVERABILITY 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 August 16, 2016, by Resolution No. 2016-388, the Board granted  
16 Metro Shore Services LLC ("Metro Shore"), a renewal of a nonexclusive franchise to  
17 provide steamship agent services at Port Everglades, with a five-year term commencing  
18 on September 14, 2016, and ending on September 13, 2021;

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

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

WHEREAS, on September 9, 2021, a public hearing was held, as required by  
Section 32.22 of the Broward County Administrative Code, to consider Metro Shore's  
application; and

1 WHEREAS, based on the representations of Metro Shore, and information  
2 presented by Broward County staff and the public, as applicable, the Board determines  
3 and establishes that Metro Shore has met each of the factors set forth in Section 32.19.d  
4 of the Broward County Administrative Code, and declares that the best interests of  
5 Broward County dictate renewal of Metro Shore's nonexclusive franchise to provide  
6 steamship agent services at Port 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 Metro Shore.

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

17 Section 3. Term.

18 The Franchise shall be for a period of five (5) years, commencing on  
19 September 14, 2021, and ending on September 13, 2026, 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, Metro Shore agreed that it  
23 will be 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. Metro Shore irrevocably subjects itself to the jurisdiction of said courts.

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

20 Section 6. Independent Auditor.

21 If requested by the Broward County Auditor, Metro Shore shall appoint, at its sole  
22 cost, an independent auditor approved by the Broward County Auditor to (a) review Metro  
23 Shore’s ongoing compliance with the terms and conditions of the Franchise; and (b) issue  
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1 a 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 Metro Shore shall be delivered to the person identified in  
11 the franchise application as having authority to bind Metro Shore, and notices to Broward  
12 County shall be delivered to the following:

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

17 Section 8. Issuance of Certificate.

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

21 Section 9. Severability.

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

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

4 Section 10. Effective Date.

5 This Resolution is effective upon adoption.

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

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

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13 By /s/ Carlos Rodriguez-Cabarrocas 06/01/2021  
14 Carlos Rodriguez-Cabarrocas (date)  
Assistant County Attorney

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