

1 RESOLUTION NO. 2020-

2  
3 A RESOLUTION OF THE BOARD OF COUNTY  
4 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
5 GRANTING RENEWAL OF A NONEXCLUSIVE FRANCHISE  
6 TO STARFLEET, INC., FOR A FIVE-YEAR TERM TO  
7 PROVIDE VESSEL BUNKERING 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 creating Chapter 32 of the Broward County  
13 Administrative Code, effective November 22, 1994, which provides, in part, for the  
14 granting of franchises to businesses to conduct operations at Port Everglades;

15 WHEREAS, Starfleet, Inc., has submitted an application for renewal of a  
16 nonexclusive franchise to provide vessel bunkering services at Port Everglades;

17 WHEREAS, the Board has reviewed the application in light of the requirements of  
18 Chapter 32 of the Broward County Administrative Code and has relied on the  
19 representations of Starfleet, Inc., contained in the application;

20 WHEREAS, a public hearing was held on May 19, 2020, as required under  
21 Section 32.22 of the Broward County Administrative Code; and

22  
23 WHEREAS, based on the representations of Starfleet, Inc., and information  
24 presented by Broward County staff and the public, the Board does hereby determine and

1 establish that Starfleet, Inc., has met each of the factors set forth in Section 32.20.c.2 of  
2 the Broward County Administrative Code, and declares that the best interests of Broward  
3 County dictate renewal of a nonexclusive franchise to Starfleet, Inc., for vessel bunkering  
4 services, NOW, THEREFORE,

5  
6 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
7 BROWARD COUNTY, FLORIDA:

8  
9 Section 1. The foregoing "WHEREAS" clauses are true and correct and are  
10 hereby ratified by the Board of County Commissioners.

11 Section 2. Renewal of Franchise to Starfleet, Inc.

12 Starfleet, Inc. ("Franchisee"), is hereby granted renewal of a nonexclusive  
13 franchise to provide vessel bunkering services at Port Everglades (the "Franchise"),  
14 subject to the terms and conditions of Sections 3 through 8 of this Resolution.

15 Section 3. Term.

16 The Franchise shall be for a period of five (5) years, from June 15, 2020, through  
17 June 14, 2025, unless sooner terminated in accordance with Section 32.29 of the Broward  
18 County Administrative Code.

19 Section 4. Franchise Conditions.

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

23

24

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. The exclusive venue for any lawsuit arising from,  
4 related to, or in connection with the Franchise shall be in the state court of the  
5 Seventeenth Judicial Circuit in and for Broward County, Florida. Franchisee irrevocably  
6 subjects itself to the jurisdiction of said Court. This provision shall not apply to matters  
7 that fall within the exclusive subject matter jurisdiction of the federal courts or those to  
8 which jurisdiction is confirmed by law upon the Federal Maritime Commission (FMC). In  
9 the latter case, either Broward County or Franchisee may choose to bring any such matter  
10 before the FMC. If any claim arising from, related to, or in connection with the Franchise  
11 must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the  
12 United States District Court or United States Bankruptcy Court for the Southern District  
13 of Florida. **FRANCHISEE AND BROWARD COUNTY EXPRESSLY WAIVE ANY**  
14 **RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL**  
15 **LITIGATION RELATED TO THE FRANCHISE.**

16 Section 6. Independent Auditor.

17 If requested by the Broward County Auditor, Franchisee shall appoint at its sole  
18 cost an independent auditor approved by the Broward County Auditor to review  
19 Franchisee's ongoing compliance with the terms and conditions of the Franchise and  
20 issue a compliance report to Broward County within thirty (30) calendar days after the  
21 appointment of the independent auditor.

22 Section 7. Notices.

23 Any notices required under the Franchise or by law must be given in writing and  
24 must be sent by registered or certified mail by depositing the same in the United States

1 Mail, postage prepaid, or by hand delivery, or by overnight courier. Any notice given by  
2 United States Mail shall be deemed effective and served three (3) business days after the  
3 date of the mailing. Any notice given by hand delivery or overnight courier shall be  
4 deemed to have been given upon receipt. Broward County or Franchisee may, by giving  
5 written notice to the other, change the address to which its notices are to be received.  
6 Until any change is made, notices to Franchisee shall be delivered to the person identified  
7 in the franchise renewal application as having authority to bind the Franchisee. Until any  
8 change is made, notices to Broward County shall be delivered to the following:

9                   Broward County, Port Everglades Department  
10                   ATTN: Chief Executive/Port Director  
11                   1850 Eller Drive  
12                   Fort Lauderdale, Florida 33316

12           Section 8.   Issuance of Certificate.

13           In accordance with Section 32.27 of the Broward County Administrative Code, the  
14 Port Everglades Department, Business Administration Division, will issue a franchise  
15 certificate to Franchisee setting forth the terms and conditions of the Franchise.

16           Section 9.   Severability.

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

23           Section 10. Effective Date.

24           This Resolution is effective upon adoption.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

By /s/ Al A DiCalvo 04/02/2020  
Al A DiCalvo (date)  
Assistant County Attorney

By /s/ Russell J. Morrison 04/02/2020  
Russell J. Morrison (date)  
Sr. Assistant County Attorney

AAD:cr  
04/02/20  
Starfleet\_vesselbunkering R02 FINAL 040220  
#20-3600