

**PROPOSED**

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, GRANTING RENEWAL OF A NONEXCLUSIVE, UNRESTRICTED PORT EVERGLADES STEVEDORE SERVICES FRANCHISE TO UNITED STEVEDORING OF AMERICA, INC., FOR A NEW TEN-YEAR TERM; PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 32, Part II, of the Broward County Administrative Code (“Administrative Code”) sets forth criteria for the granting of franchises to businesses to conduct certain operations at Port Everglades, including, but not limited to, stevedore services;

WHEREAS, Section 32.15 of the Administrative Code authorizes Broward County (the “County”) to grant different types of franchises: exclusive or nonexclusive; and restricted or unrestricted;

WHEREAS, Section 32.22 of the Administrative Code provides that franchises shall be granted by the Broward County Board of County Commissioners (the “Board”) by Resolution after public hearing;

WHEREAS, on August 13, 2013, by Resolution No. 2013-667, the Board granted Hallmark Reporting, Inc., a renewal of a nonexclusive Port Everglades stevedore services franchise, with a ten-year term commencing on August 22, 2013, and ending on August 21, 2023, and simultaneously approved an assignment of the renewed franchise to United Stevedoring of America, Inc. (“United”) (“Prior Franchise”);

24 WHEREAS, United recently submitted an application for renewal of its Prior  
25 Franchise so that it may continue providing stevedore services at Port Everglades;

26 WHEREAS, the Board reviewed United's application pursuant to the requirements  
27 of Chapter 32 of the Administrative Code, and is relying on the representations made by  
28 United in that application;

29 WHEREAS, on June 13, 2023, a public hearing was held to consider United's  
30 application; and

31 WHEREAS, based on the representations of United, and information presented by  
32 Broward County staff and the public, as applicable, the Board does hereby determine and  
33 establish that United has met each of the factors set forth in applicable provisions of  
34 Chapter 32 of the Administrative Code for the granting of a renewal of United's Prior  
35 Franchise so that it may continue providing stevedore services at Port Everglades, NOW,  
36 THEREFORE,

37 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
38 BROWARD COUNTY, FLORIDA:

39 Section 1. The foregoing recitals are true and correct and are hereby ratified by  
40 the Board.

41 Section 2. Renewal of Prior Franchise to Franchisee.

42 United is hereby granted renewal of its Prior Franchise so that it may continue to  
43 provide stevedore services at Port Everglades (the "Franchise"), subject to the terms and  
44 conditions of this Resolution.

45

46

47 Section 3. Term.

48 The Franchise shall be for a period of ten (10) years, commencing  
49 August 22, 2023, and ending August 21, 2033, unless sooner terminated in accordance  
50 with Section 32.29 of the Administrative Code.

51 Section 4. Franchise Conditions.

52 By its execution of the franchise renewal application, United agreed to be bound  
53 by and comply with all terms and conditions set forth in Section 32.24 of the Administrative  
54 Code.

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

56 The Franchise shall be interpreted and construed in accordance with and governed  
57 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any  
58 lawsuit arising from, related to, or in connection with the Franchise shall be in the state  
59 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters  
60 that fall within the exclusive subject matter jurisdiction of the federal courts or those to  
61 which jurisdiction is confirmed by law upon the Federal Maritime Commission (“FMC”),  
62 the exclusive venue for any such lawsuit shall be in the United States District Court, the  
63 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as  
64 applicable. United irrevocably subjects itself to the jurisdiction of said courts. **EACH**  
65 **PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY**  
66 **JURY OF ANY CIVIL LITIGATION RELATED TO THE FRANCHISE.**

67 Section 6. Independent Auditor.

68 If requested by the Broward County Auditor, United shall appoint, at its sole cost,  
69 an independent auditor approved by the Broward County Auditor to (a) review United’s

70 ongoing compliance with the terms and conditions of the Franchise; and (b) issue a  
71 compliance report to Broward County within thirty (30) calendar days after the  
72 appointment of the independent auditor.

73 Section 7. Notices.

74 In order for a notice to a party to be effective under the Franchise, notice must be  
75 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with  
76 a contemporaneous copy via e-mail, to the addresses stated below and shall be effective  
77 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The  
78 addresses for notice shall remain as set forth in this section unless and until changed by  
79 providing notice of such change in accordance with the provisions of this section. Until  
80 any change is made, notices to United shall be delivered to the person identified in the  
81 franchise application as having authority to bind United, and notices to Broward County  
82 shall be delivered to the following:

83 Broward County, Port Everglades Department

84 ATTN: Chief Executive/Port Director

85 1850 Eller Drive

86 Fort Lauderdale, Florida 33316

87 E-mail: [jdaniels@broward.org](mailto:jdaniels@broward.org)

88 Section 8. Issuance of Certificate.

89 In accordance with Section 32.27 of the Administrative Code, the Port Everglades  
90 Department, Business Development Division, will issue a franchise certificate to United  
91 setting forth the terms and conditions of the Franchise.

