

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, GRANTING RENEWAL OF A NONEXCLUSIVE, UNRESTRICTED
3 PORT EVERGLADES STEAMSHIP AGENT SERVICES FRANCHISE TO
4 INTERCRUISES SHORESIDE & PORT SERVICES, INC., FOR A NEW FIVE-YEAR
5 TERM; PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING
6 FOR SEVERABILITY AND AN EFFECTIVE DATE.

7
8 WHEREAS, Chapter 32, Part II, of the Broward County Administrative Code
9 (“Administrative Code”) sets forth criteria for the granting of franchises to businesses to
10 conduct certain operations at Port Everglades, including, but not limited to, steamship
11 agent services;

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

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

18 WHEREAS, on October 20, 2020, by Resolution No. 2020-554, the Board granted
19 Intercruises Shoreside & Port Services, Inc., (“Intercruises”), a renewal of a nonexclusive
20 Port Everglades steamship agent services franchise, with a five-year term commencing
21 on November 10, 2020, and ending on November 9, 2025 (“Prior Franchise”);

22 WHEREAS, Intercruises recently submitted an application for renewal of its Prior
23 Franchise so that it may continue providing steamship agent services at Port Everglades;

24 WHEREAS, the Board reviewed Intercruises' application pursuant to the
25 requirements of Chapter 32 of the Administrative Code, and is relying on the
26 representations made by Intercruises in that application;

27 WHEREAS, on October 7, 2025, a public hearing was held to consider
28 Intercruises' application; and

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

35 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
36 BROWARD COUNTY, FLORIDA:

37 Section 1. The foregoing recitals are true and correct and are hereby ratified by
38 the Board.

39

40 Section 2. Renewal of Prior Franchise to Franchisee.

41 Intercruises is hereby granted renewal of its Prior Franchise so that it may continue
42 to provide steamship agent services at Port Everglades (the “Franchise”), subject to the
43 terms and conditions of this Resolution.

44 Section 3. Term.

45 The Franchise shall be for a period of five (5) years, commencing November 10,
46 2025, and ending November 9, 2030, unless sooner terminated in accordance with
47 Section 32.29 of the Administrative Code.

48 Section 4. Franchise Conditions.

49 By its execution of the franchise renewal application, Intercruises agreed to be
50 bound by and comply with all terms and conditions set forth in Section 32.24 of the
51 Administrative Code.

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

53 The Franchise shall be interpreted and construed in accordance with and governed
54 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any
55 lawsuit arising from, related to, or in connection with the Franchise shall be in the state
56 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters
57 that fall within the exclusive subject matter jurisdiction of the federal courts or those to
58 which jurisdiction is confirmed by law upon the Federal Maritime Commission (“FMC”),
59 the exclusive venue for any such lawsuit shall be in the United States District Court, the
60 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as
61 applicable. Intercruises irrevocably subjects itself to the jurisdiction of said courts. **EACH**

62 **PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY**
63 **JURY OF ANY CIVIL LITIGATION RELATED TO THE FRANCHISE.**

64 Section 6. Independent Auditor.

65 If requested by the Broward County Auditor, Intercruises shall appoint, at its sole
66 cost, an independent auditor approved by the Broward County Auditor to (a) review
67 Intercruises' ongoing compliance with the terms and conditions of the Franchise; and (b)
68 issue a compliance report to Broward County within thirty (30) calendar days after the
69 appointment of the independent auditor.

70 Section 7. Audit Rights and Retention of Records.

71 County shall have the right to audit the books, records, and accounts of
72 Intercruises and all subcontractors that are related to this Franchise. Intercruises and all
73 subcontractors shall keep such books, records, and accounts as may be necessary to
74 record complete and correct entries related to this Franchise and performance under this
75 Franchise. All such books, records, and accounts shall be kept in written form or in a form
76 capable of conversion into written form within a reasonable time; upon request by County,
77 Intercruises and all subcontractors shall make same available to County in written form
78 at no cost to County and allow County to make copies. Intercruises shall provide County
79 with reasonable access to Intercruises' facilities, and County shall be allowed to interview
80 all employees to discuss matters pertinent to the performance of this Franchise.

81 Intercruises and all subcontractors shall preserve and make available, at
82 reasonable times within Broward County, Florida, for examination and audit, all financial
83 records, supporting documents, statistical records, and any other documents pertinent to
84 this Franchise for at least three (3) years after expiration or termination of this Franchise

85 or until resolution of any audit findings, whichever is longer. This section shall survive any
86 dispute or litigation between County and Intercruises, and Intercruises expressly
87 acknowledges and agrees to be bound by this article throughout the course of any dispute
88 or litigation with County. Any audit or inspection pursuant to this section may be performed
89 by any County representative (including any outside representative engaged by County).
90 Intercruises hereby grants County the right to conduct such audit or review at Intercruises'
91 place of business, if deemed appropriate by County, with seventy-two (72) hours'
92 advance notice. Intercruises shall make all such records and documents available
93 electronically, in common file formats, and/or via remote access, if and to the extent
94 requested by County.

95 Intercruises shall pay to County any underpaid amount identified as a result of an
96 audit, regardless of the amount of the underpayment. If an audit in accordance with this
97 section reveals underpayments to County of any nature by Intercruises in excess of five
98 percent (5%) of the applicable contract billings reviewed by County, in addition to making
99 adjustments for the underpayments, Intercruises shall pay the reasonable cost of
100 County's audit. Any adjustments or payments due as a result of such audit shall be made
101 within thirty (30) days after presentation of County's findings to Intercruises.

102 Intercruises shall ensure that the requirements of this section are included in all
103 agreements with all subcontractors.

104 Section 8. Notices.

105 In order for a notice to a party to be effective under the Franchise, notice must be
106 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with
107 a contemporaneous copy via email, to the addresses stated below and shall be effective

108 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). A party
109 may change its notice address by giving notice of such change in accordance with this
110 section. Until any change is made, notices to Intercruises shall be delivered to the person
111 identified in the franchise application as having authority to bind Intercruises, and notices
112 to Broward County shall be delivered to the following:

113 Broward County, Port Everglades Department
114 ATTN: Chief Executive/Port Director
115 1850 Eller Drive
116 Fort Lauderdale, Florida 33316
117 E-mail: jmmorris@broward.org

118 Section 9. Issuance of Certificate.

119 In accordance with Section 32.27 of the Administrative Code, the Port Everglades
120 Department, Business Development Division, will issue a franchise certificate to
121 Intercruises setting forth the terms and conditions of the Franchise.

122 Section 10. Severability.

123 If any portion of this Resolution is determined by any court to be invalid, the invalid
124 portion will be stricken, and such striking will not affect the validity of the remainder of this
125 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
126 legally applied to any individual, group, entity, property, or circumstance, such
127 determination will not affect the applicability of this Resolution to any other individual,
128 group, entity, property, or circumstance.

