

1 RESOLUTION NO. 2021-

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3 A RESOLUTION OF THE BOARD OF COUNTY
4 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
5 GRANTING A NONEXCLUSIVE FRANCHISE TO
6 MARKSMAN SECURITY CORPORATION FOR A ONE-
7 YEAR TERM TO PROVIDE MARINE TERMINAL SECURITY
8 SERVICES AT PORT EVERGLADES; PROVIDING FOR
9 FRANCHISE TERMS AND CONDITIONS; AND PROVIDING
10 FOR 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, Marksman Security Corporation ("Marksman") submitted an
16 application for a nonexclusive franchise so that it may provide marine terminal security
17 services at Port Everglades;

18 WHEREAS, the Board reviewed Marksman's application pursuant to the
19 requirements of Chapter 32 of the Broward County Administrative Code, and has relied
20 on the representations made by Marksman in such application;

21 WHEREAS, on November 4, 2021, a public hearing was held, as required by
22 Section 32.22 of the Broward County Administrative Code, to consider Marksman's
23 application; and

24 WHEREAS, based on the representations of Marksman, and information
presented by Broward County staff and the public, as applicable, the Board determines
and establishes that Marksman has met each of the factors set forth in
Section 32.20.1.c.1 of the Broward County Administrative Code, and declares that the

1 best interests of Broward County dictate granting a nonexclusive franchise to Marksman
2 to provide marine terminal security services at Port Everglades, NOW, THEREFORE,

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

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

9 Section 2. Granting of Franchise to Marksman.

10 Marksman is hereby granted a nonexclusive franchise to provide marine terminal
11 security services at Port Everglades (the "Franchise"), subject to the terms and conditions
12 of this Resolution.

13 Section 3. Term.

14 The Franchise shall be for a period of one (1) year, commencing on November
15 4, 2021, and ending on November 3, 2022, unless sooner terminated in accordance with
16 Section 32.29 of the Broward County Administrative Code.

17 Section 4. Franchise Conditions.

18 By its execution of the franchise application, Marksman agreed that it will be bound
19 by and comply with all terms and conditions set forth in Section 32.24 of the Broward
20 County Administrative Code.

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

22 The Franchise shall be interpreted and construed in accordance with and governed
23 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any
24 lawsuit arising from, related to, or in connection with the Franchise shall be in the state

1 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters
2 that fall within the exclusive subject matter jurisdiction of the federal courts or those to
3 which jurisdiction is confirmed by law upon the Federal Maritime Commission (“FMC”),
4 the exclusive venue for any such lawsuit shall be in the United States District Court, the
5 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as
6 applicable. Marksman irrevocably subjects itself to the jurisdiction of said courts.

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

16 Section 6. Independent Auditor.

17 If requested by the Broward County Auditor, Marksman shall appoint, at its sole
18 cost, an independent auditor approved by the Broward County Auditor to (a) review
19 Marksman’s ongoing compliance with the terms and conditions of the Franchise; and (b)
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 In order for a notice to a party to be effective under the Franchise, notice must be
24 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with

1 a contemporaneous copy via e-mail, to the addresses stated below and shall be effective
2 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The
3 addresses for notice shall remain as set forth in this section unless and until changed by
4 providing notice of such change in accordance with the provisions of this section. Until
5 any change is made, notices to Marksman shall be delivered to the person identified in
6 the franchise application as having authority to bind Marksman, and notices to Broward
7 County shall be delivered to the following:

8 Broward County, Port Everglades Department
9 ATTN: Chief Executive/Port Director
10 1850 Eller Drive
11 Fort Lauderdale, Florida 33316
12 E-mail: jdaniels@broward.org

13 Section 8. Issuance of Certificate.

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

17 Section 9. Severability.

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

24 Section 10. Effective Date.

 This Resolution is effective upon adoption.

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ADOPTED this _____ day of _____, 2021.

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

By /s/ Carlos Rodriguez-Cabarrocas 09/15/2021
Carlos Rodriguez-Cabarrocas (date)
Senior Assistant County Attorney

CRC:cr
09/15/21
Marksman Security-SEC R02
#21-3600