

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, GRANTING RENEWAL OF A NONEXCLUSIVE FRANCHISE TO MARKSMAN SECURITY CORPORATION FOR A FIVE-YEAR TERM TO PROVIDE MARINE TERMINAL SECURITY SERVICES AT PORT EVERGLADES; PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Broward County Board of County Commissioners (the "Board") adopted Resolution No. 94-1302, effective November 22, 1994, creating Chapter 32 of the Broward County Administrative Code ("Administrative Code"), which provides, in part, for the granting of franchises to businesses to conduct operations at Port Everglades;

WHEREAS, on November 4, 2021, by Resolution No. 2021-516, the Board granted Marksman Security Corporation ("Marksman") a nonexclusive franchise to provide marine terminal security services at Port Everglades, with a one-year term commencing on November 4, 2021, and ending on November 3, 2022 ("Prior Franchise");

WHEREAS, Marksman recently submitted an application for renewal of its Prior Franchise so that it may continue providing marine terminal security services at Port Everglades;

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

WHEREAS, on October 11, 2022, a public hearing was held, as required by Section 32.22 of the Administrative Code, to consider Marksman's application; and

1 WHEREAS, based on the representations of Marksman, and information  
2 presented by Broward County staff and the public, as applicable, the Board does hereby  
3 determine and establish that Marksman has met each of the factors set forth in the  
4 applicable provisions of Chapter 32 of the Administrative Code for the granting of a  
5 renewal of Marksman's Prior Franchise so that it may continue providing marine terminal  
6 security services at Port Everglades, and declares that the best interests of Broward  
7 County dictate renewal of the Prior Franchise, NOW, THEREFORE,

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9 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
10 BROWARD COUNTY, FLORIDA:

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

14 Section 2. Renewal of Prior Franchise to Marksman.

15 Marksman is hereby granted renewal of its Prior Franchise so that it may continue  
16 to provide marine terminal security services at Port Everglades (the "Franchise"), subject  
17 to the terms and conditions of this Resolution.

18 Section 3. Term.

19 The Franchise shall be for a period of five (5) years, commencing November 4,  
20 2022, and ending November 3, 2027, unless sooner terminated in accordance with  
21 Section 32.29 of the Administrative Code.

Section 4. Franchise Conditions.

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

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

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

Section 6. Independent Auditor.

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

Section 7. Notices.

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

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

Section 8. Issuance of Certificate.

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

Section 9. Severability.

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

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

3 Section 10. Effective Date.

4 This Resolution is effective upon adoption.

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7 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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12 By /s/ Carlos Rodriguez-Cabarrocas 08/11/2022  
13 Carlos Rodriguez-Cabarrocas (date)  
Senior Assistant County Attorney

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