

**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 MARINE TERMINAL SECURITY SERVICES FRANCHISE TO  
4 MACS TRANSPORT AND SECURITY, LLC, FOR A NEW FIVE-YEAR TERM;  
5 PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING FOR  
6 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, marine  
11 terminal security 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 January 23, 2024, by Resolution No. 2024-018, the Board granted  
19 Norton Lilly International, Inc. d/b/a MACS Marine Transport (“Norton Lilly”) a  
20 nonexclusive Port Everglades marine terminal security services franchise, with a

21 one-year term commencing on January 23, 2024, and ending on January 22, 2025 (“Prior  
22 Franchise”);

23 WHEREAS, Norton Lilly, through its 100% owned subsidiary, MACS Transport and  
24 Security, LLC (“MACS”), recently submitted an application for renewal of the Prior  
25 Franchise so that it may continue providing marine terminal security services at Port  
26 Everglades;

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

30 WHEREAS, on December 10, 2024, a public hearing was held to consider MACS’s  
31 application; and

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

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

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

42 Section 2. Renewal of Prior Franchise to Franchisee.

43 MACS is hereby granted renewal of its Prior Franchise so that it may continue to

44 provide marine terminal security services at Port Everglades (the “Franchise”), subject to  
45 the terms and conditions of this Resolution.

46 Section 3. Term.

47 The Franchise shall be for a period of five (5) years, commencing  
48 January 23, 2025, and ending January 22, 2030, unless sooner terminated in accordance  
49 with Section 32.29 of the Administrative Code.

50 Section 4. Franchise Conditions.

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

54 Section 5. Law, Jurisdiction, Venue, and Waiver of Jury Trial. The Franchise  
55 shall be interpreted and construed in accordance with and governed by the laws of the  
56 State of Florida. Except as provided herein, the exclusive venue for any lawsuit arising  
57 from, related to, or in connection with the Franchise shall be in the state courts of the  
58 Seventeenth Judicial Circuit in and for Broward County, Florida. For matters that fall within  
59 the exclusive subject matter jurisdiction of the federal courts or those to which jurisdiction  
60 is confirmed by law upon the Federal Maritime Commission (“FMC”), the exclusive venue  
61 for any such lawsuit shall be in the United States District Court, the United States  
62 Bankruptcy Court for the Southern District of Florida, or the FMC, as applicable. MACS  
63 irrevocably subjects itself to the jurisdiction of said courts. **EACH PARTY HEREBY**  
64 **EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY**  
65 **CIVIL LITIGATION RELATED TO THE FRANCHISE.**

66 Section 6. Independent Auditor.

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

72 Section 7. Audit Rights and Retention of Records.

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

83 MACS and all subcontractors shall preserve and make available, at reasonable  
84 times within Broward County, Florida, for examination and audit, all financial records,  
85 supporting documents, statistical records, and any other documents pertinent to this  
86 Franchise for at least three (3) years after expiration or termination of this Franchise or  
87 until resolution of any audit findings, whichever is longer. This section shall survive any  
88 dispute or litigation between County and MACS, and MACS expressly acknowledges and

89 agrees to be bound by this article throughout the course of any dispute or litigation with  
90 County. Any audit or inspection pursuant to this section may be performed by any County  
91 representative (including any outside representative engaged by County). MACS hereby  
92 grants County the right to conduct such audit or review at MACS's place of business, if  
93 deemed appropriate by County, with seventy-two (72) hours' advance notice. MACS shall  
94 make all such records and documents available electronically in common file formats or  
95 via remote access if, and to the extent, requested by County.

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

102 MACS 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 e-mail, to the addresses stated below and shall be effective  
108 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The  
109 addresses for notice shall remain as set forth in this section unless and until changed by  
110 providing notice of such change in accordance with the provisions of this section. Until  
111 any change is made, notices to MACS shall be delivered to the person identified in the

112 franchise application as having authority to bind MACS, and notices to Broward County  
113 shall be delivered to the following:

114 Broward County, Port Everglades Department

115 ATTN: Chief Executive/Port Director

116 1850 Eller Drive

117 Fort Lauderdale, Florida 33316

118 E-mail: [jmmorris@broward.org](mailto:jmmorris@broward.org)

119 Section 9. Issuance of Certificate.

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

123 Section 10. Severability.

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

130 Section 11. Effective Date.

131 This Resolution is effective upon adoption.

