

1 RESOLUTION NO.

2
3 A RESOLUTION OF THE BOARD OF COUNTY
4 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
5 GRANTING RENEWAL OF A NONEXCLUSIVE FRANCHISE
6 TO TERMINAL SECURITY SOLUTIONS INC., FOR A FIVE-
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 ("Administrative Code"), which provides, in part,
14 for the granting of franchises to businesses to conduct operations at Port Everglades;

15 WHEREAS, Section 32.15 of the Administrative Code authorizes the Board to
16 grant an exclusive or nonexclusive franchise;

17 WHEREAS, on February 9, 2021, by Resolution No. 2021-051, the Board granted
18 Terminal Security Solutions Inc. ("Terminal Security"), a nonexclusive franchise to provide
19 marine terminal security services at Port Everglades, with a one-year term commencing
20 on February 9, 2021, and ending on February 8, 2022;

21 WHEREAS, Terminal Security recently submitted an application for renewal of its
22 nonexclusive franchise so that it may continue providing marine terminal security services
23 at Port Everglades;

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

1 WHEREAS, on January 25, 2022, a public hearing was held, as required by
2 Section 32.22 of the Administrative Code, to consider Terminal Security’s application; and

3 WHEREAS, based on the representations of Terminal Security, and information
4 presented by Broward County staff and the public, as applicable, the Board determines
5 and establishes that Terminal Security has met each of the factors set forth in Chapter 32
6 of the Administrative Code for the granting of a renewal of its nonexclusive franchise to
7 provide marine terminal security services at Port Everglades, 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 Franchise to Terminal Security

15 Terminal Security is hereby granted renewal of its nonexclusive franchise to
16 provide marine terminal security services at Port Everglades (the “Franchise”), subject to
17 the terms and conditions of this Resolution.

18 Section 3. Term.

19 The Franchise shall be for a period of five (5) years, commencing on
20 February 9, 2022, and ending on February 8, 2027, unless sooner terminated in
21 accordance with Section 32.29 of the Broward County Administrative Code.

1 Section 4. Franchise Conditions.

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

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

6 The Franchise shall be interpreted and construed in accordance with and governed
7 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any
8 lawsuit arising from, related to, or in connection with the Franchise shall be in the state
9 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters
10 that fall within the exclusive subject matter jurisdiction of the federal courts or those to
11 which jurisdiction is confirmed by law upon the Federal Maritime Commission ("FMC"),
12 the exclusive venue for any such lawsuit shall be in the United States District Court, the
13 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as
14 applicable. Terminal Security irrevocably subjects itself to the jurisdiction of said courts.

15 **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A**
16 **TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE FRANCHISE. IF A**
17 **PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT**
18 **ARISING OUT OF THE FRANCHISE AFTER WRITTEN NOTICE BY THE OTHER**
19 **PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST**
20 **FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES**
21 **AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY**
22 **TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN**
23 **ADJUDICATING THE MOTION.**

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1 Section 6. Independent Auditor.

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

7 Section 7. Notices.

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

17 Broward County, Port Everglades Department
18 ATTN: Chief Executive/Port Director
19 1850 Eller Drive
20 Fort Lauderdale, Florida 33316
21 E-mail: jdaniels@broward.org

22 Section 8. Issuance of Certificate.

23 In accordance with Section 32.27 of the Broward County Administrative Code, the
24 Port Everglades Department, Business Administration Division, will issue a franchise
certificate to Terminal Security setting forth the terms and conditions of the Franchise.

1 Section 9. Severability.

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

8 Section 10. Effective Date.

9 This Resolution is effective upon adoption.

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12 ADOPTED this _____ day of _____, 2022.

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

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17 By /s/ Carlos Rodriguez-Cabarrocas 11/15/2021
18 Carlos Rodriguez-Cabarrocas (date)
Assistant County Attorney

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12/08/21
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