

1 RESOLUTION NO.

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3 A RESOLUTION OF THE BOARD OF COUNTY  
4 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
5 GRANTING RENEWAL OF A NONEXCLUSIVE FRANCHISE  
6 TO MARKSMAN SECURITY CORPORATION 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, on November 4, 2021, by Resolution No. 2021-516, the Board  
16 granted Marksman Security Corporation ("Marksman") a nonexclusive franchise to  
17 provide marine terminal security services at Port Everglades, with a one-year term  
18 commencing on November 4, 2021, and ending on November 3, 2022 ("Prior Franchise");

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

22 WHEREAS, the Board reviewed Marksman's application pursuant to the  
23 requirements of Chapter 32 of the Administrative Code, and is relying on the  
24 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.

1           Section 4.   Franchise Conditions.

2           By its execution of the franchise renewal application, Marksman agreed to be  
3 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. Marksman irrevocably subjects itself to the jurisdiction of said courts. **EACH**  
15 **PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY**  
16 **JURY OF ANY CIVIL LITIGATION RELATED TO THE FRANCHISE.**

17           Section 6.   Independent Auditor.

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

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1           Section 7.   Notices.

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

11                   Broward County, Port Everglades Department  
12                   ATTN: Chief Executive/Port Director  
13                   1850 Eller Drive  
14                   Fort Lauderdale, Florida 33316  
15                   E-mail: jdaniels@broward.org

16           Section 8.   Issuance of Certificate.

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

20           Section 9.   Severability.

21           If any portion of this Resolution is determined by any court to be invalid, the invalid  
22 portion will be stricken, and such striking will not affect the validity of the remainder of this  
23 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
24 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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