

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, GRANTING A NONEXCLUSIVE, UNRESTRICTED PORT
3 EVERGLADES MARINE TERMINAL SECURITY SERVICES FRANCHISE TO NORTON
4 LILLY INTERNATIONAL, INC. d/b/a MACS MARINE TRANSPORT, FOR A ONE-YEAR
5 TERM; PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING
6 FOR 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, Norton Lilly International, Inc. d/b/a MACS Marine Transport (“Norton
19 Lilly”) recently submitted an application for a nonexclusive, unrestricted franchise to
20 provide marine terminal security services at Port Everglades;

21 WHEREAS, the Board reviewed Norton Lilly’s application pursuant to the
22 requirements of Chapter 32 of the Administrative Code, and is relying on the
23 representations made by Norton Lilly in that application;

24 WHEREAS, on January 23, 2024, a public hearing was held to consider Norton
25 Lilly’s application; and

26 WHEREAS, based on the representations of Norton Lilly, and information
27 presented by Broward County staff and the public, as applicable, the Board does hereby
28 determine and establish that Norton Lilly has met each of the factors set forth in applicable
29 provisions of Chapter 32 of the Administrative Code for the granting of a nonexclusive,
30 unrestricted franchise to Norton Lilly for marine terminal security services at Port
31 Everglades, NOW, THEREFORE,

32 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
33 BROWARD COUNTY, FLORIDA:

34 Section 1. The foregoing recitals are true and correct and are hereby ratified by
35 the Board.

36 Section 2. Award of Franchise to Franchisee.

37 Norton Lilly is hereby granted a nonexclusive, unrestricted franchise to provide
38 marine terminal security services at Port Everglades (the “Franchise”), subject to the
39 terms and conditions of this Resolution.

40 Section 3. Term.

41 The Franchise shall be for a period of one (1) year, commencing January 23, 2024,
42 and ending January 22, 2025, unless sooner terminated in accordance with Section 32.29
43 of the Administrative Code.

44 Section 4. Franchise Conditions.

45 By its execution of the franchise application, Norton Lilly agreed to be bound by
46 and comply with all terms and conditions set forth in Section 32.24 of the Administrative
47 Code.

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

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

60 Section 6. Independent Auditor.

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

66 Section 7. Notices.

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

76 Broward County, Port Everglades Department

77 ATTN: Chief Executive/Port Director

78 1850 Eller Drive

79 Fort Lauderdale, Florida 33316

80 E-mail: jdaniels@broward.org

81 Section 8. Issuance of Certificate.

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

85 Section 9. Severability.

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

