

1 RESOLUTION NO. 2018-

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3 A RESOLUTION OF THE BOARD OF COUNTY  
4 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
5 GRANTING A NONEXCLUSIVE FRANCHISE TO  
6 SOS SECURITY LLC FOR A ONE-YEAR TERM TO  
7 PROVIDE MARINE TERMINAL SECURITY SERVICES AT  
8 PORT EVERGLADES; PROVIDING FOR FRANCHISE  
9 TERMS AND CONDITIONS; AND PROVIDING FOR  
10 SEVERABILITY AND AN EFFECTIVE DATE.

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

15 WHEREAS, SOS Security LLC has submitted an application for a nonexclusive  
16 franchise to provide marine terminal security services at Port Everglades;

17 WHEREAS, the Board has reviewed the application in light of the requirements of  
18 Chapter 32 of the Broward County Administrative Code and has relied on the  
19 representations of SOS Security LLC contained in the application;

20 WHEREAS, a public hearing was held on September 25, 2018, as required under  
21 Section 32.22 of the Broward County Administrative Code; and

22  
23 WHEREAS, based on the representations of SOS Security LLC and information  
24 presented by Broward County staff and the public, the Board does hereby find, determine,

1 and declare the granting of a nonexclusive franchise to SOS Security LLC for marine  
2 terminal security services to be in the best interests of Broward County, NOW,  
3 THEREFORE,

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5 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
6 BROWARD COUNTY, FLORIDA:

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8 Section 1. The foregoing "WHEREAS" clauses are true and correct and are  
9 hereby ratified by the Board of County Commissioners.

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11 Section 2. Award of Franchise to SOS Security LLC.

12 SOS Security LLC ("Franchisee") is hereby granted a nonexclusive franchise to  
13 provide marine terminal security services at Port Everglades (the "Franchise"), subject to  
14 the terms and conditions of Sections 3 through 8 of this Resolution.

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16 Section 3. Term.

17 The Franchise shall be for a period of one (1) year, from September 25, 2018,  
18 through September 24, 2019, unless sooner terminated in accordance with Section 32.29  
19 of the Broward County Administrative Code.

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21 Section 4. Franchise Conditions.

22 By its execution of the franchise application, Franchisee has agreed that it will be  
23 bound by and comply with all franchise conditions set forth in Section 32.24 of the  
24 Broward County Administrative Code.

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

2 The Franchise shall be interpreted and construed in accordance with and governed  
3 by the laws of the state of Florida. The exclusive venue for any lawsuit arising from,  
4 related to, or in connection with the Franchise shall be in the state court of the  
5 Seventeenth Judicial Circuit in and for Broward County, Florida. Franchisee irrevocably  
6 subjects itself to the jurisdiction of said Court. This provision shall not apply to matters  
7 that fall within the exclusive subject matter jurisdiction of the federal courts or those to  
8 which jurisdiction is confirmed by law upon the Federal Maritime Commission (FMC). In  
9 the latter case, either Broward County or Franchisee may choose to bring any such matter  
10 before the FMC. If any claim arising from, related to, or in connection with the Franchise  
11 must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the  
12 United States District Court or United States Bankruptcy Court for the Southern District  
13 of Florida. **FRANCHISEE AND BROWARD COUNTY EXPRESSLY WAIVE ANY**  
14 **RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL**  
15 **LITIGATION RELATED TO THE FRANCHISE.**

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17 Section 6. Independent Auditor.

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

1           Section 7.   Notices.

2           Any notices required under the Franchise or by law must be given in writing and  
3 must be sent by registered or certified mail by depositing the same in the United States  
4 Mail, postage prepaid, or by hand delivery, or by overnight courier. Any notice given by  
5 United States Mail shall be deemed effective and served three (3) business days after the  
6 date of the mailing. Any notice given by hand delivery or overnight courier shall be  
7 deemed to have been given upon receipt. Broward County or Franchisee may, by giving  
8 written notice to the other, change the address to which its notices are to be received.  
9 Until any change is made, notices to Franchisee shall be delivered to the person identified  
10 in the franchise application as having authority to bind the Franchisee. Until any such  
11 change is made, notices to Broward County shall be delivered to the following:

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13                   Broward County, Port Everglades Department  
14                   ATTN: Chief Executive/Port Director  
15                   1850 Eller Drive  
16                   Fort Lauderdale, Florida 33316

17           Section 8.   Issuance of Certificate.

18           In accordance with Section 32.27 of the Broward County Administrative Code, the  
19 Port Everglades Department Business Administration Division will issue a franchise  
20 certificate to Franchisee setting forth the terms and conditions of the Franchise.

21           Section 9.   Severability.

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

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

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Section 10. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

By /s/ Al A DiCalvo 08/13/18  
Al A DiCalvo (date)  
Assistant County Attorney

By /s/ Russell J Morrison 08/13/18  
Russell J. Morrison (date)  
Sr. Assistant County Attorney

AAD:dh  
08/13/18  
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