

1 RESOLUTION NO. 2021-

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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 RAIDER ENVIRONMENTAL SERVICES OF FLORIDA,  
7 INC., FOR A FIVE-YEAR TERM TO PROVIDE VESSEL OILY  
8 WASTE REMOVAL SERVICES AT PORT EVERGLADES;  
9 PROVIDING FOR FRANCHISE TERMS AND CONDITIONS;  
10 AND PROVIDING FOR SEVERABILITY AND AN  
11 EFFECTIVE DATE.

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

16 WHEREAS, on September 10, 2019, by Resolution No. 2019-412, the Board  
17 granted Raider Environmental Services of Florida, Inc. ("Raider"), a renewal of a  
18 nonexclusive franchise to provide vessel oily waste removal services at Port Everglades,  
19 with an initial one-year term commencing on October 27, 2019, and ending on  
20 October 26, 2020, and an optional one-year extension that may be exercised by the Port  
21 Director;

22 WHEREAS, on October 27, 2020, by letter, the Port Director exercised the one-  
23 year extension, extending Raider's nonexclusive franchise through October 26, 2021;

24 WHEREAS, Raider recently submitted an application for an additional renewal of  
a nonexclusive franchise so that it may continue providing vessel oily waste removal  
services at Port Everglades;

1 WHEREAS, the Board reviewed Raider's application pursuant to the requirements  
2 of Chapter 32 of the Broward County Administrative Code, and has relied on the  
3 representations made by Raider in such application;

4 WHEREAS, on September 21, 2021, a public hearing was held, as required by  
5 Section 32.22 of the Broward County Administrative Code, to consider Raider's  
6 application; and

7 WHEREAS, based on the representations of Raider, and information presented by  
8 Broward County staff and the public, as applicable, the Board determines and establishes  
9 that Raider has met each of the factors set forth in Section 32.20.c.2 of the Broward  
10 County Administrative Code, and declares that the best interests of Broward County  
11 dictate renewal of Raider's nonexclusive franchise to provide vessel oily waste removal  
12 services at Port Everglades, NOW, THEREFORE,

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14 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
15 BROWARD COUNTY, FLORIDA:

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17 Section 1. The foregoing "WHEREAS" clauses are true and correct and are  
18 hereby ratified by the Board.

19 Section 2. Renewal of Franchise to Raider.

20 Raider is hereby granted renewal of a nonexclusive franchise to provide vessel  
21 oily waste removal services at Port Everglades (the "Franchise"), subject to the terms and  
22 conditions of this Resolution.

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1 Section 3. Term.

2 The Franchise shall be for a period of five (5) years, commencing on  
3 October 27, 2021, and ending on October 26, 2026, unless sooner terminated in  
4 accordance with Section 32.29 of the Broward County Administrative Code.

5 Section 4. Franchise Conditions.

6 By its execution of the franchise renewal application, Raider agreed that it will be  
7 bound by and comply with all terms and conditions set forth in Section 32.24 of the  
8 Broward County Administrative Code.

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

10 The Franchise shall be interpreted and construed in accordance with and governed  
11 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any  
12 lawsuit arising from, related to, or in connection with the Franchise shall be in the state  
13 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters  
14 that fall within the exclusive subject matter jurisdiction of the federal courts or those to  
15 which jurisdiction is confirmed by law upon the Federal Maritime Commission ("FMC"),  
16 the exclusive venue for any such lawsuit shall be in the United States District Court, the  
17 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as  
18 applicable. Raider irrevocably subjects itself to the jurisdiction of said courts. **RAIDER  
19 AND BROWARD COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER  
20 PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO  
21 THE FRANCHISE. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY  
22 TRIAL IN A LAWSUIT ARISING OUT OF THE FRANCHISE AFTER WRITTEN NOTICE  
23 BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING  
24 THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE**

1 **ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE**  
2 **REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE**  
3 **COURT IN ADJUDICATING THE MOTION.**

4 Section 6. Independent Auditor.

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

10 Section 7. Notices.

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

20 Broward County, Port Everglades Department  
21 ATTN: Chief Executive/Port Director  
22 1850 Eller Drive  
23 Fort Lauderdale, Florida 33316  
24 E-mail: jdaniels@broward.org

1 Section 8. Issuance of Certificate.

2 In accordance with Section 32.27 of the Broward County Administrative Code, the  
3 Port Everglades Department, Business Administration Division, will issue a franchise  
4 certificate to Raider setting forth the terms and conditions of the Franchise.

5 Section 9. Severability.

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

12 Section 10. Effective Date.

13 This Resolution is effective upon adoption.

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16 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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21 By /s/ Carlos Rodriguez-Cabarrocas 08/09/2021  
Carlos Rodriguez-Cabarrocas (date)  
22 Sr. Assistant County Attorney

23 CRC:cr  
08/09/21  
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