

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, CONSENTING TO THE ASSIGNMENT OF A NONEXCLUSIVE,
3 UNRESTRICTED VESSEL OILY WASTE REMOVAL SERVICES FRANCHISE FROM
4 RAIDER ENVIRONMENTAL SERVICES OF FLORIDA, INC., TO HERITAGE-CRYSTAL
5 CLEAN, LLC, TO PROVIDE VESSEL OILY WASTE REMOVAL SERVICES AT PORT
6 EVERGLADES FOR THE REMAINDER OF THE CURRENT FIVE-YEAR FRANCHISE
7 TERM; PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING
8 FOR SEVERABILITY AND AN EFFECTIVE DATE.

9
10 WHEREAS, Chapter 32, Part II, of the Broward County Administrative Code
11 ("Administrative Code") provides for the granting of franchises to businesses to conduct
12 operations at Port Everglades;

13 WHEREAS, on September 21, 2021, by Resolution No. 2021-461, the Broward
14 County Board of County Commissioners (the "Board") renewed the nonexclusive,
15 unrestricted vessel oily waste removal services franchise granted to Raider
16 Environmental Services of Florida, Inc. ("Raider"), with such renewal having a five-year
17 term commencing on October 27, 2021, and ending on October 26, 2026 ("Franchise");

18 WHEREAS, Raider recently submitted a request to assign its Franchise to
19 Heritage-Crystal Clean, LLC ("Heritage"), and the Port Everglades Department has
20 received a franchise application from Heritage for a nonexclusive, unrestricted franchise
21 to provide vessel oily waste removal services at Port Everglades;

22 WHEREAS, the Board reviewed Raider's assignment request and Heritage's
23 franchise application pursuant to the requirements of Chapter 32 of the Administrative
24 Code, and is relying on the representations made by Raider and Heritage;

25 WHEREAS, on April 16, 2024, a public hearing was held, as required by
26 Section 32.22 of the Administrative Code, to consider the request to assign the Franchise
27 from Raider to Heritage; and

28 WHEREAS, based on the representations of Raider and Heritage, and information
29 presented by Broward County staff and the public, as applicable, the Board does hereby
30 find, determine, and declare the proposed assignment of the Franchise to be in the public
31 interest, 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. Assignment of Franchise.

37 The Board hereby consents to the assignment of the Franchise to provide vessel
38 oily waste removal services at Port Everglades from
39 Raider to Heritage, subject to the terms and conditions of this Resolution.

40 Section 3. Assigned Franchise Term.

41 The assigned Franchise shall be for the remainder of the original five (5) year term,
42 ending on October 26, 2026, 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 renewal application, Heritage agreed to be bound
46 by 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. Heritage 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, Heritage shall appoint, at its sole cost,
62 an independent auditor approved by the Broward County Auditor to (a) review Heritage's
63 ongoing compliance with the terms and conditions of the Franchise; and (b) issue a
64 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 Heritage shall be delivered to the person identified in the
74 franchise application as having authority to bind Heritage, and notices to Broward County
75 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: gwiltshire@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 Heritage
84 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

89 legally applied to any individual, group, entity, property, or circumstance, such
90 determination will not affect the applicability of this Resolution to any other individual,
91 group, entity, property, or circumstance.

92 | Section 10. Effective Date.

93 | This Resolution is effective upon adoption.

Approved as to form and legal sufficiency:

Andrew J. Meyers, County Attorney

By: /s/ Carlos Rodriguez-Cabarrocas 02/21/2024

Carlos Rodriguez-Cabarrocas (date)

Senior Assistant County Attorney

CRC/dh
Heritage-Crystal Clean Assignment from Raider_VOW_RO2
02/21/24
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