

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, GRANTING RENEWAL OF A NONEXCLUSIVE, UNRESTRICTED  
3 PORT EVERGLADES VESSEL BUNKERING SERVICES FRANCHISE TO SHELL NA  
4 LNG, LLC, FOR A NEW FIVE-YEAR TERM; PROVIDING FOR FRANCHISE TERMS  
5 AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE  
6 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, vessel  
11 bunkering 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, on October 8, 2024, by Resolution No. 2024-465, the Board granted  
19 Shell NA LNG, LLC (“Shell”), a nonexclusive Port Everglades vessel bunkering services  
20 franchise, with a five-year term commencing on October 8, 2024, and ending on  
21 October 7, 2025 (“Prior Franchise”);

22 WHEREAS, Shell recently submitted an application for renewal of the Prior  
23 Franchise so that it may continue providing vessel bunkering services at Port Everglades;

24 WHEREAS, the Board reviewed Shell's application pursuant to the requirements  
25 of Chapter 32 of the Administrative Code, and is relying on the representations made by  
26 Shell in that application;

27 WHEREAS, on September 16, 2025, a public hearing was held to consider Shell's  
28 application; and

29 WHEREAS, based on the representations of Shell, and information presented by  
30 Broward County staff and the public, as applicable, the Board does hereby determine and  
31 establish that Shell has met each of the factors set forth in applicable provisions of  
32 Chapter 32 of the Administrative Code for the granting of a renewal of Shell's Prior  
33 Franchise so that it may continue providing vessel bunkering services at Port Everglades,  
34 NOW, THEREFORE,

35 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
36 BROWARD COUNTY, FLORIDA:

37 Section 1. The foregoing recitals are true and correct and are hereby ratified by  
38 the Board.

39 Section 2. Renewal of Prior Franchise to Franchisee.

40 Shell is hereby granted renewal of its Prior Franchise so that it may continue to  
41 provide vessel bunkering services at Port Everglades (the "Franchise"), subject to the  
42 terms and conditions of this Resolution.

43 Section 3. Term.

44 The Franchise shall be for a period of five (5) years, commencing October 8, 2025,  
45 and ending October 7, 2030, unless sooner terminated in accordance with Section 32.29  
46 of the Administrative Code.

47 Section 4. Franchise Conditions.

48 By its execution of the franchise renewal application, Shell agreed to be bound by  
49 and comply with all terms and conditions set forth in Section 32.24 of the Administrative  
50 Code.

51 Section 5. Law, Jurisdiction, Venue, and Waiver of Jury Trial. The Franchise  
52 shall be interpreted and construed in accordance with and governed by the laws of the  
53 State of Florida. Except as provided herein, the exclusive venue for any lawsuit arising  
54 from, related to, or in connection with the Franchise shall be in the state courts of the  
55 Seventeenth Judicial Circuit in and for Broward County, Florida. For matters that fall within  
56 the exclusive subject matter jurisdiction of the federal courts or those to which jurisdiction  
57 is confirmed by law upon the Federal Maritime Commission ("FMC"), the exclusive venue  
58 for any such lawsuit shall be in the United States District Court, the United States  
59 Bankruptcy Court for the Southern District of Florida, or the FMC, as applicable. Shell  
60 irrevocably subjects itself to the jurisdiction of said courts. **EACH PARTY HEREBY**  
61 **EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY**  
62 **CIVIL LITIGATION RELATED TO THE FRANCHISE.**

63 Section 6. Independent Auditor.

64 If requested by the Broward County Auditor, Shell shall appoint, at its sole cost, an  
65 independent auditor approved by the Broward County Auditor to (a) review Shell's

66 ongoing compliance with the terms and conditions of the Franchise; and (b) issue a  
67 compliance report to Broward County within thirty (30) calendar days after the  
68 appointment of the independent auditor.

69 Section 7. Audit Rights and Retention of Records.

70 County shall have the right to audit the books, records, and accounts of Shell and  
71 all subcontractors that are related to this Franchise. Shell and all subcontractors shall  
72 keep such books, records, and accounts as may be necessary to record complete and  
73 correct entries related to this Franchise and performance under this Franchise. All such  
74 books, records, and accounts shall be kept in written form or in a form capable of  
75 conversion into written form within a reasonable time; upon request by County, Shell and  
76 all subcontractors shall make same available to County in written form at no cost to  
77 County and allow County to make copies. Shell shall provide County with reasonable  
78 access to Shell's facilities, and County shall be allowed to interview all employees to  
79 discuss matters pertinent to the performance of this Franchise.

80 Shell and all subcontractors shall preserve and make available, at reasonable  
81 times within Broward County, Florida, for examination and audit, all financial records,  
82 supporting documents, statistical records, and any other documents pertinent to this  
83 Franchise for at least three (3) years after expiration or termination of this Franchise or  
84 until resolution of any audit findings, whichever is longer. This section shall survive any  
85 dispute or litigation between County and Shell, and Shell expressly acknowledges and  
86 agrees to be bound by this article throughout the course of any dispute or litigation with  
87 County. Any audit or inspection pursuant to this section may be performed by any County  
88 representative (including any outside representative engaged by County). Shell hereby

89 grants County the right to conduct such audit or review at Shell's place of business, if  
90 deemed appropriate by County, with seventy-two (72) hours' advance notice. Shell shall  
91 make all such records and documents available electronically, in common file formats,  
92 and/or via remote access, if and to the extent requested by County.

93 Shell shall pay to County any underpaid amount identified as a result of an audit,  
94 regardless of the amount of the underpayment. If an audit in accordance with this section  
95 reveals underpayments to County of any nature by Shell in excess of five percent (5%)  
96 of the applicable contract billings reviewed by County, in addition to making adjustments  
97 for the underpayments, Shell shall pay the reasonable cost of County's audit. Any  
98 adjustments or payments due as a result of such audit shall be made within thirty (30)  
99 days after presentation of County's findings to Shell.

100 Shell shall ensure that the requirements of this section are included in all  
101 agreements with all subcontractors.

102 Section 8. Notices.

103 In order for a notice to a party to be effective under the Franchise, notice must be  
104 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with  
105 a contemporaneous copy via email, to the addresses stated below and shall be effective  
106 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). A party  
107 may change its notice address by giving notice of such change in accordance with this  
108 section. Until any change is made, notices to Shell shall be delivered to the person  
109 identified in the franchise application as having authority to bind Shell, and notices to  
110 Broward County shall be delivered to the following:

111 Broward County, Port Everglades Department

112 ATTN: Chief Executive/Port Director

113 1850 Eller Drive

114 Fort Lauderdale, Florida 33316

115 E-mail: [jmmorris@broward.org](mailto:jmmorris@broward.org)

116 Section 9. Issuance of Certificate.

117 In accordance with Section 32.27 of the Administrative Code, the Port Everglades  
118 Department, Business Development Division, will issue a franchise certificate to Shell  
119 setting forth the terms and conditions of the Franchise.

120 Section 10. Severability.

121 If any portion of this Resolution is determined by any court to be invalid, the invalid  
122 portion will be stricken, and such striking will not affect the validity of the remainder of this  
123 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
124 legally applied to any individual, group, entity, property, or circumstance, such  
125 determination will not affect the applicability of this Resolution to any other individual,  
126 group, entity, property, or circumstance.

127 Section 11. Effective Date.

128 This Resolution is effective upon adoption.

ADOPTED this                day of                               , 2025.                **PROPOSED**

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

By: /s/ Carlos Rodriguez-Cabarrocas    08/04/2025  
          Carlos Rodriguez-Cabarrocas                    (date)  
          Senior Assistant County Attorney

CRC/cr  
Shell VBK\_R02  
8/4/2025  
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