

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 JAX LNG,
4 LLC, FOR A NEW FIVE-YEAR TERM; PROVIDING FOR FRANCHISE TERMS AND
5 CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6
7 WHEREAS, Chapter 32, Part II, of the Broward County Administrative Code
8 (“Administrative Code”) sets forth criteria for the granting of franchises to businesses to
9 conduct certain operations at Port Everglades, including, but not limited to, vessel
10 bunkering services;

11 WHEREAS, Section 32.15 of the Administrative Code authorizes Broward County
12 (the “County”) to grant different types of franchises: exclusive or nonexclusive; and
13 restricted or unrestricted;

14 WHEREAS, Section 32.22 of the Administrative Code provides that franchises
15 shall be granted by the Broward County Board of County Commissioners (the “Board”)
16 by Resolution after public hearing;

17 WHEREAS, on March 7, 2024, by Resolution No. 2024-090, the Board granted
18 JAX LNG, LLC (“JAX”) a nonexclusive Port Everglades vessel bunkering services
19 franchise, with a one-year term commencing on March 7, 2024, and ending on
20 March 6, 2025 (“Prior Franchise”);

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

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

26 WHEREAS, on February 25, 2025, a public hearing was held to consider JAX's
27 application; and

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

33 NOW, THEREFORE,

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

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

38 Section 2. Renewal of Prior Franchise to Franchisee.

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

42 Section 3. Term.

43 The Franchise shall be for a period of five (5) years, commencing March 7, 2025,
44 and ending March 6, 2030, unless sooner terminated in accordance with Section 32.29
45 of the Administrative Code.

46 Section 4. Franchise Conditions.

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

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

62 Section 6. Independent Auditor.

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

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

68 Section 7. Audit Rights and Retention of Records.

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

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

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

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

98 JAX shall ensure that the requirements of this section are included in all
99 agreements with all subcontractors.

100 Section 8. Notices.

101 In order for a notice to a party to be effective under the Franchise, notice must be
102 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with
103 a contemporaneous copy via e-mail, to the addresses stated below and shall be effective
104 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The
105 addresses for notice shall remain as set forth in this section unless and until changed by
106 providing notice of such change in accordance with the provisions of this section. Until
107 any change is made, notices to JAX shall be delivered to the person identified in the
108 franchise application as having authority to bind JAX, and notices to Broward County shall
109 be delivered to the following:

110

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

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 JAX
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.

