

ADDITIONAL MATERIAL

Public Hearing

OCTOBER 21, 2025

SUBMITTED AT THE REQUEST OF

PORT EVERGLADES DEPARTMENT

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, GRANTING A NONEXCLUSIVE, RESTRICTED PORT EVERGLADES VESSEL BUNKERING SERVICES FRANCHISE TO WEST COAST CLEAN FUELS, LLC, D/B/A EAST COAST CLEAN FUELS, FOR A ONE-YEAR TERM; RESTRICTING THE FRANCHISE SOLELY TO METHANOL BUNKERING ABSENT PRIOR WRITTEN APPROVAL; PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, West Coast Clean Fuels, LLC, d/b/a East Coast Clean Fuels (“East Coast”), recently submitted an application for a nonexclusive, unrestricted franchise to provide vessel bunkering services at Port Everglades;

22 WHEREAS, Section 32.20(b) of the Administrative Code requires a vessel
23 bunkering service franchise application to include certain documents and fees;

24 WHEREAS, East Coast submitted the necessary documentation only for methanol
25 bunkering;

26 WHEREAS, the Board reviewed East Coast's application pursuant to the
27 requirements of Chapter 32 of the Administrative Code, and is relying on the
28 representations made by East Coast in that application;

29 WHEREAS, on October 21, 2025, a public hearing was held to consider East
30 Coast's application; and

31 WHEREAS, based on the representations of East Coast and information
32 presented by Broward County staff and the public, the Board does hereby determine and
33 establish that East Coast has met each of the factors set forth in applicable provisions of
34 Chapter 32 of the Administrative Code for the granting of a nonexclusive, restricted
35 franchise to East Coast for vessel bunkering services at Port Everglades, restricted solely
36 to methanol bunkering except to the extent other fuels are approved in writing in
37 advance by the Port Director, at their sole discretion, after East Coast's submittal and
38 the Port Director's review of all documents required by the Administrative Code and all
39 applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any
40 federal, state, county, municipal, or other governmental entity, as amended, NOW,
41 THEREFORE,

42 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
43 BROWARD COUNTY, FLORIDA:

44 Section 1. The foregoing recitals are true and correct and are hereby ratified by
45 the Board.

46 Section 2. Award of Restricted Franchise.

47 East Coast is hereby granted a nonexclusive, restricted franchise to provide vessel
48 bunkering services at Port Everglades (the "Franchise"), subject to the terms and
49 conditions of this Resolution. The Franchise is restricted solely to methanol bunkering,
50 except to the extent other fuels are approved in writing in advance by the Port Director,
51 at their sole discretion, after East Coast's submittal and the Port Director's review of all
52 documents required by the Administrative Code and all applicable laws, codes, advisory
53 circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or
54 other governmental entity, as amended.

55 Section 3. Term.

56 The Franchise shall be for a period of one (1) year, commencing October 21, 2025,
57 and ending October 20, 2026, unless sooner terminated in accordance with Section 32.29
58 of the Administrative Code.

59 Section 4. Franchise Conditions.

60 By its execution of the franchise application, East Coast agreed to be bound by
61 and comply with all terms and conditions set forth in Section 32.24 of the Administrative
62 Code.

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

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

Section 6. Independent Auditor.

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

Section 7. Audit Rights and Retention of Records.

County shall have the right to audit the books, records, and accounts of East Coast and all subcontractors that are related to this Franchise. East Coast and all subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Franchise and performance under this

Franchise. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, East Coast and all subcontractors shall make same available to County in written form at no cost to County and allow County to make copies. East Coast shall provide County with reasonable access to East Coast's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Franchise.

East Coast and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Franchise for at least three (3) years after expiration or termination of this Franchise or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between County and East Coast, and East Coast expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). East Coast hereby grants County the right to conduct such audit or review at East Coast's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. East Coast shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

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

East Coast shall ensure that the requirements of this section are included in all agreements with all subcontractors.

Section 8. Notices.

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

Broward County, Port Everglades Department

ATTN: Chief Executive/Port Director

1850 Eller Drive, Fort Lauderdale, Florida 33316

E-mail: jmmorris@broward.org

Section 9. Issuance of Certificate.

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

Section 10. Severability.

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

Section 11. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this __ day of _____, 2025.

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

By: /s/ Carlos Rodriguez-Cabarrocas 09/19/2025
Carlos Rodriguez-Cabarrocas (date)
Senior Assistant County Attorney