

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, GRANTING A NONEXCLUSIVE, RESTRICTED PORT
3 EVERGLADES VESSEL BUNKERING SERVICES FRANCHISE TO LNG HOLDINGS
4 (FLORIDA) LLC D/B/A SAWGRASS LNG & POWER, FOR A ONE-YEAR TERM;
5 RESTRICTING THE FRANCHISE SOLELY TO LIQUIFIED NATURAL GAS
6 BUNKERING ABSENT PRIOR WRITTEN APPROVAL; PROVIDING FOR FRANCHISE
7 TERMS AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN
8 EFFECTIVE DATE.

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

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

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

20 WHEREAS, LNG Holdings (Florida) LLC d/b/a Sawgrass LNG & Power
21 (“Sawgrass LNG”), recently submitted an application for a nonexclusive franchise to
22 provide vessel bunkering services at Port Everglades;

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

25 WHEREAS, Sawgrass LNG submitted the necessary documentation only for
26 liquified natural gas bunkering;

27 WHEREAS, the Board reviewed Sawgrass LNG’s application pursuant to the
28 requirements of Chapter 32 of the Administrative Code, and is relying on the
29 representations made by Sawgrass LNG in that application;

30 WHEREAS, on March 3, 2026, a public hearing was held to consider Sawgrass
31 LNG’s application; and

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

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

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

47 Section 2. Award of Restricted Franchise.

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

56 Section 3. Term.

57 The Franchise shall be for a period of one (1) year, commencing March 3, 2026,
58 and ending March 2, 2027, unless sooner terminated in accordance with Section 32.29
59 of the Administrative Code.

60 Section 4. Franchise Conditions.

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

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

65 The Franchise shall be interpreted and construed in accordance with and governed
66 by the laws of the State of Florida. Except as provided herein, the exclusive venue for any
67 lawsuit arising from, related to, or in connection with the Franchise shall be in the state
68 courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. For matters
69 that fall within the exclusive subject matter jurisdiction of the federal courts or those to
70 which jurisdiction is confirmed by law upon the Federal Maritime Commission ("FMC"),
71 the exclusive venue for any such lawsuit shall be in the United States District Court, the
72 United States Bankruptcy Court for the Southern District of Florida, or the FMC, as
73 applicable. Sawgrass LNG irrevocably subjects itself to the jurisdiction of said courts.

74 **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A**
75 **TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE FRANCHISE.**

76 Section 6. Independent Auditor.

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

82 Section 7. Audit Rights and Retention of Records.

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

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

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

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

115 Sawgrass LNG shall ensure that the requirements of this section are included in
116 all agreements with all subcontractors.

117 Section 8. Notices.

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

126 Broward County, Port Everglades Department

127 ATTN: Chief Executive/Port Director

128 1850 Eller Drive, Fort Lauderdale, Florida 33316

129 E-mail: jmmorris@broward.org

130 Section 9. Issuance of Certificate.

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

134 Section 10. Severability.

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

141 Section 11. Effective Date.

142 This Resolution is effective upon adoption.

ADOPTED this __ day of _____, 2026.

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

By: /s/ Carlos Rodriguez-Cabarrocas 01/22/2026
Carlos Rodriguez-Cabarrocas (date)
Senior Assistant County Attorney