

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
2 BROWARD COUNTY, FLORIDA, GRANTING A NONEXCLUSIVE, UNRESTRICTED  
3 PORT EVERGLADES VESSEL BUNKERING SERVICES FRANCHISE TO WEST  
4 COAST CLEAN FUELS, LLC d/b/a EAST COAST CLEAN FUELS, FOR A ONE-YEAR  
5 TERM; PROVIDING FOR FRANCHISE TERMS AND CONDITIONS; AND PROVIDING  
6 FOR SEVERABILITY AND AN EFFECTIVE 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, West Coast Clean Fuels, LLC d/b/a East Coast Clean Fuels (“East  
19 Coast”), recently submitted an application for a nonexclusive, unrestricted franchise to  
20 provide vessel bunkering services at Port Everglades;

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

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

26 WHEREAS, based on the representations of East Coast, and information  
27 presented by Broward County staff and the public, as applicable, the Board does hereby  
28 determine and establish that East Coast has met each of the factors set forth in applicable  
29 provisions of Chapter 32 of the Administrative Code for the granting of a nonexclusive,  
30 unrestricted franchise to East Coast for vessel bunkering services at Port Everglades,  
31 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. Award of Franchise to Franchisee.

37 East Coast is hereby granted a nonexclusive, unrestricted franchise to provide  
38 vessel bunkering services at Port Everglades (the "Franchise"), subject to the terms and  
39 conditions of this Resolution.

40 Section 3. Term.

41 The Franchise shall be for a period of one (1) year, commencing October 21, 2025,  
42 and ending October 20, 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 application, East Coast agreed to be bound by  
46 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. East Coast 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, East Coast shall appoint, at its sole  
62 cost, an independent auditor approved by the Broward County Auditor to (a) review East  
63 Coast's ongoing compliance with the terms and conditions of the Franchise; and (b) issue  
64 a compliance report to Broward County within thirty (30) calendar days after the  
65 appointment of the independent auditor.

66 Section 7. Audit Rights and Retention of Records.

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

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

89 electronically, in common file formats, and/or via remote access, if and to the extent  
90 requested by County.

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

98 East Coast 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 email, to the addresses stated below and shall be effective  
104 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). A party  
105 may change its notice address by giving notice of such change in accordance with this  
106 section. Until any change is made, notices to East Coast shall be delivered to the person  
107 identified in the franchise application as having authority to bind East Coast, and notices  
108 to Broward County shall be delivered to the following:

109 Broward County, Port Everglades Department

110 ATTN: Chief Executive/Port Director

111 1850 Eller Drive

112 Fort Lauderdale, Florida 33316

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

114 Section 9. Issuance of Certificate.

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

118 Section 10. Severability.

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

125 Section 11. Effective Date.

126 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 09/05/2025  
Carlos Rodriguez-Cabarrocas (date)  
Senior Assistant County Attorney