

PROPOSED

RESOLUTION NO.

2 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
3 COUNTY, FLORIDA, GRANTING A NONEXCLUSIVE, UNRESTRICTED PORT
4 EVERGLADES VESSEL BUNKERING SERVICE FRANCHISE TO FARALDO FUEL
5 TRANSPORT INC., FOR A ONE-YEAR TERM; PROVIDING FOR FRANCHISE TERMS
6 AND CONDITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE
7 DATE.

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

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

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

19 WHEREAS, Faraldo Fuel Transport Inc. ("Faraldo"), recently submitted an
20 application for a nonexclusive, unrestricted franchise to provide vessel bunkering services
21 at Port Everglades;

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

25 WHEREAS, on February 3, 2026, a public hearing was held to consider Faraldo's
26 application; and

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

37 Faraldo is hereby granted a nonexclusive, unrestricted franchise to provide vessel
38 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 February 3, 2026,
42 and ending February 2, 2027, 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, Faraldo agreed to be bound by and
46 comply with all terms and conditions set forth in Sections 32.23 and 32.24 of the
47 Administrative 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. Faraldo 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, Faraldo shall appoint, at its sole cost,
62 an independent auditor approved by the Broward County Auditor to (a) review Faraldo’s
63 ongoing compliance with the terms and conditions of the Franchise; and (b) issue a
64 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 Faraldo
68 and all subcontractors that are related to this Franchise. Faraldo and all subcontractors
69 shall keep such books, records, and accounts as may be necessary to record complete
70 and correct entries related to this Franchise and performance under this Franchise. All
71 such books, records, and accounts shall be kept in written form or in a form capable of
72 conversion into written form within a reasonable time; upon request by County, Faraldo
73 and all subcontractors shall make same available to County in written form at no cost to
74 County and allow County to make copies. Faraldo shall provide County with reasonable
75 access to Faraldo's facilities, and County shall be allowed to interview all employees to
76 discuss matters pertinent to the performance of this Franchise.

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

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

90 Faraldo shall pay to County any underpaid amount identified as a result of an audit,

91 regardless of the amount of the underpayment. If an audit in accordance with this section

92 reveals underpayments to County of any nature by Faraldo in excess of five percent (5%)

93 of the applicable contract billings reviewed by County, in addition to making adjustments

94 for the underpayments, Faraldo shall pay the reasonable cost of County's audit. Any

95 adjustments or payments due as a result of such audit shall be made within thirty (30)

96 days after presentation of County's findings to Faraldo.

97 Faraldo shall ensure that the requirements of this section are included in all

98 agreements with all subcontractors.

99 Section 8. Notices.

100 In order for a notice to a party to be effective under the Franchise, notice must be

101 sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with

102 a contemporaneous copy via email, to the addresses stated below and shall be effective

103 upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). A party

104 may change its notice address by giving notice of such change in accordance with this

105 section. Until any change is made, notices to Faraldo shall be delivered to the person

106 identified in the franchise application as having authority to bind Faraldo, and notices to

107 Broward County shall be delivered to the following:

108 Broward County, Port Everglades Department

109 ATTN: Chief Executive/Port Director

110 1850 Eller Drive

111 Fort Lauderdale, Florida 33316

112 E-mail: jmmorris@broward.org

113 Section 9. Issuance of Certificate.

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

117 Section 10. Severability.

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

124 Section 11. Effective Date.

125 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 12/12/2026
Carlos Rodriguez-Cabarrocas (date)
Senior Assistant County Attorney

CRC/dh
Faraldo_VBK R02 final
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