

HARBOR SAFETY AGREEMENT

This Agreement made this 30th day of March, 2010, replaces a similarly Titled Agreement in effect since 21 November 1991 by and between:

PORT EVERGLADES DEPARTMENT OF
BROWARD COUNTY
("PORT DEPT.")

and

UNITED STATES COAST GUARD
("U.S.C.G.")

and

PORT EVERGLADES PILOTS' ASSOCIATION, INC.
("Pilots")

WITNESSETH that,

WHEREAS, Section 313.23 Florida Statutes provides that the Port Dept., U.S.C.G., Pilots, shall adopt guidelines for minimum bottom clearance for berth and channel, for the movement of vessels, and for radio communications of vessel traffic for all commercial vessels entering and leaving the Port Dept.'s harbor and channels; and

WHEREAS, the Port Dept., U.S.C.G., and Pilots desire to update guidelines for the safe and efficient flow of vessel traffic within the Port Dept.'s jurisdictional area.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the parties hereto agree as follows:

1. DEFINITIONS

Terms used in this agreement shall mean the following:

A. "Deepest Draft" – means the greatest draft of the vessel when measured in a standing condition.

B. "Bottom Clearance" – means the difference between deepest draft and the depth of water at a particular location, channel, or berth.

2. MINIMUM BOTTOM CLEARANCE

A. No vessel shall transit the Outer or Inner Bar Cuts with less than a bottom clearance equal to ten percent (10%) of the vessel's deepest draft. This requirement may be waived upon the mutual agreement of the parties hereto but in no instance shall a vessel transit the Outer Bar Cut with less than three (3) feet of bottom clearance. A minimum bottom clearance of two (2) feet shall be observed in the channel to Southport and turning basins.

B. Vessels shall maintain a minimum of 1 foot of bottom clearance while maneuvering in the vicinity of their berths.

C. No vessel shall be assigned to or placed at a berth where it cannot remain afloat at all stages of the predicted tide for the duration of its stay.

D. The Port Dept. shall insure that records of the most current soundings at Mean Lower Low Water (MLLW) are maintained and are available for all channels, turning basins, and berths.

3. **VESSEL MOVEMENT**

A. Except for U.S. Government public vessels exempt pursuant to 46 U.S.C. §§ 2109 and 8501, no cruise, cargo, container or governmental vessel of any size or draft with a storage capacity to carry 10,000 gallons or more in pollutants as fuel and cargo shall enter or leave the turning basins; transit the channels leading to the turning basins; or move about the berths under control of the Port Dept. without clearance and permission of the Port Dept. through its Operations Division/Harbormaster Section. The Port Dept. through its Operations Division/Harbormaster Section shall grant clearance in channels and assign berths giving consideration to safety regarding draft, bottom clearance, and to all other dimensions of the vessel and berth. The parties hereto agree that all vessels shall be moved in a manner that assures the highest degree of safety and the most efficient use of the Port Dept.'s facilities. All vessel movements shall be coordinated in such a manner as to avoid unnecessary delays while

maintaining the integrity of established vessel scheduling.

B. Loaded petroleum barges that do not exceed any of the following dimensions: LOA 300', Beam 80', Draught 15'; may be towed on a hawser through the Outer and Inner Bar Cuts subject to prevailing conditions provided that an assist tug boat, if required, can be made up to the barge prior to entering the channel. Exceptions to this provision may be made if there are extenuating circumstances involving the safety of personnel, property or the environment.

4. **VESSELS SUBJECT TO PILOTAGE**

A. Pursuant to Chapter 310.141 Florida Statutes as amended, all vessels, except U. S. Government public vessels exempt pursuant to 46 U.S.C. §§ 2109 and 8501 as amended, shall have a licensed state pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving Port Everglades or when underway upon the navigable waters of the harbor except as noted in the statute. (See Exhibit "A").

B. The provisions of this Paragraph 4 shall not be applicable to vessels subject to Title 46 CFR Section 15.812(a) as amended, providing that said vessels are under the direction or control of an individual having the applicable

qualifications set forth in Title 46 CFR Section 15.812(b)-(e) as amended: (See Exhibit "B").

5. **VESSEL CONDITION**

A. The parties hereto agree that all vessels utilizing the Port Dept.'s facilities must be and remain in a seaworthy condition and comply with all applicable Federal, State, and local laws and regulations. In order to enforce said laws and regulations as well as the terms and conditions of this Agreement, either the Port Dept. or Pilots may refuse to enter or move any vessel into the Port Everglades Jurisdictional Area suspected of failing to be in a seaworthy or otherwise safe condition.

6. **RADIO COMMUNICATIONS**

The parties hereto acknowledge the use of VHF radio channels for the purposes of communication. In the event additional radio channels are needed to effectuate the terms and conditions of this Agreement, the parties hereto agree to cooperate in any application for such additional radio channels.

IN WITNESS THEREOF, the parties have executed this Agreement this 30th day of March, 2010.

DEPARTMENT

PORT EVERGLADES
OF BROWARD COUNTY

Signed, sealed and delivered
In the presence of:

Signed, sealed and delivered
GUARD
In the presence of:

Commander

Signed, sealed and delivered
PILOTS'
In the presence of:

Approved as to form:

County Attorney's Office

By: _____
Port Director

UNITED STATES COAST
By: _____
Sector Miami

PORT EVERGLADES
ASSOCIATION
By: _____
Co-Managing Pilot