

## Section Two: General Rules & Regulations

### Applicability of Tariff

---

#### 200. APPLICATION OF TARIFF AND SUPPLEMENTS (C)

The charges, rates, rules and regulations published in this tariff shall apply equally to all users of, and all traffic on the waterways and/or facilities owned and/or operated by Miami-Dade County, Florida under the jurisdiction of the Seaport Department, on and after the effective date of this tariff or any supplements thereto provided, however, that to the extent a separate and effective written contract approved by the Miami-Dade Board of County Commissioners expressly or specifically supersedes one or more items, rates, or provisions of this Tariff, the expressly or specifically superseding contract term(s) or rate(s) shall exclusively control, but only to the limited extent particular items, rates and/or provisions of this Tariff are expressly or specifically superseded thereby, with all non-superseded items, rates, and provisions of the Tariff (as may be amended by County from time to time) remaining applicable notwithstanding the existence of a Board-approved and Port related written contract.

Should there be any matter requiring clarification or interpretation of any tariff item, the Seaport Director, by delegation from the County, shall be the sole judge as to the application and interpretation of this tariff.

The Seaport Director shall have the authority to deny, cancel, refuse, suspend, or revoke a company's permit when that company has violated tariff rules and regulations, violated established Port procedures, withheld or falsified information, or has been involved in any type of unlawful activity.

#### 202. CONSENT TO TERMS OF TARIFF

The use of the waterways and piers, wharves, bulkhead, docks and other facilities under the jurisdiction of the Seaport Department shall constitute a consent to the terms and conditions of this tariff, and evidence an agreement on the parts of the vessels, their owners and agents, and other users of such waterways and facilities to pay all charges specified in this tariff and be governed by all rules and regulations published herein provided, however, that to the extent a separate and effective written contract approved by the Miami-Dade Board of County Commissioners expressly or specifically supersedes one or more items, rates, or provisions of this Tariff, the expressly or specifically superseding contract term(s) or rate(s) shall exclusively control, but only to the limited extent particular items, rates and/or provisions of this Tariff are expressly or specifically superseded thereby, with all non-superseded items, rates, and provisions of the Tariff (as may be amended by County from time to time) remaining applicable notwithstanding the existence of a Board-approved and Port related written contract.

#### 204. APPEALS

A right of administrative review exists for actions or inactions of the Port Director and/or the Department pursuant to Section 28A-7, Code of Miami-Dade County.

**Administrative Restrictions, Limitations, and Requirements**

**210. GENERAL RESTRICTIONS AND LIMITATIONS (C)**

The Seaport Department is not obligated to provide storage or accommodation for property that has not been transported, nor is intended to be transported by water to or from the Port; nor is it obligated to provide extended storage or other services beyond the reasonable capacity of the facilities; nor is it obligated to provide extended storage for any property in the course of normal operations, beyond a period of time determined by the Port Director.

The Seaport Department is not obligated to accept any cargo, either inbound or outbound, which is not compatible with the accepted objectives of the Port and the established assurances to the community. The refusal of any such cargo is discretionary to the Port Director.

The Seaport Department is not obligated to issue any permit, including a stevedore permit or renewal. The Seaport shall consider other factors such as the granting or renewal of a permit does not lead to duplication of services that could lead to destructive competition or a reduction of the quality of services to our customers and persons using PortMiami and its facilities, and does not lead PortMiami to uncertainty, disruption and/or unstable environment in the rendering of such services.

**211. PORTMIAMI PERSONNEL FEES (A)**

Port Related Industry and Special Events and Port User Requests for Port Services. Seaport users, customers, and tenants requesting, reserving, or otherwise using PortMiami facilities or services, or both, for Port-related industry or special events or otherwise shall be responsible for all applicable Tariff fees and requirements, including, without limitation, the costs of all Port provided or necessitated services, to be determined based on the below-listed rates, with a minimum of four (4) hours per event or requested service. Overtime rates may apply depending on the length and hour of the event. The fee may be waived or reduced, in whole or in part, at the discretion of the Port Director for County or Seaport sponsored events.

**Rates, per hour, per employee, with a minimum of 4 hours per event**

	<b>Regular Hours</b>	<b>Overtime Hours</b>
Cruise Operations Escorts.....	\$35.03.	\$52.54
Maintenance Mechanic.....	\$56.28	\$84.42
Mechanic Supervisor.....	\$66.40	\$100.17
Painter.....	\$47.28	\$70.92
Electrician.....	\$67.53	\$101.29
Carpenter.....	\$65.28	\$97.92
Custodial Worker.....	\$36.02	\$55.15
Custodial Worker Part Time.....	\$26.42	\$39.62
Labor Supervisor 2.....	\$54.02	\$82.16
Semi-Skilled Laborer.....	\$40.52	\$61.90

	Regular Hours	Overtime Hours
Laborer.....	\$45.02	\$66.41
Auto Equipment Operator 2.....	\$52.90	\$78.78
Office Support Specialist.....	\$37.22	\$55.84
Seaport Facilities Supervisor.....	\$77.66	\$115.93
Security SES.....	\$66.40	\$100.17
Security SES 2.....	\$79.91	\$119.30
Terminal Operations Specialist	\$41.86	\$61.62

**212. DISCLAIMER FOR LOSS OR DAMAGE (C)**

The Seaport Department shall not be responsible for any damages to freight being loaded, unloaded, handled, stored, or otherwise present on its facilities, or for loss of any freight or any delay to same.

The Seaport Department shall not be responsible for any loss or damage to freight on or in its facilities due to fire, leakage, evaporation, natural shrinkage, wastage, decay, animals, rats, mice, other rodents, moisture, the elements, discharge of water from sprinkler fire protection systems, or by or from any other cause.

The Seaport Department shall not be responsible for delay, loss, or damage arising from riots, strikes, or labor disturbances of any persons, or for any loss due to pilferage or thievery, or to any other cause.

The Seaport Department shall not be responsible for any personal injuries or death resulting from any cause whatsoever on its properties or facilities.

The Seaport Department shall not be relieved from liability for occurrences that are caused solely by its own negligence.

**213. PLACEMENT GOODS NOT TO BE BAILMENT**

The placing of property of any nature, including cargo on Seaport property pursuant to this tariff shall not be construed under any circumstances as a bailment of that property, and Miami-Dade County, its officers, employees, and agents, shall not be considered as bailee of any property whatsoever.

**214. ABANDONED CARGO (C)**

Any cargo on which charges have not been collected within 90 days shall be considered abandoned cargo. The Seaport Department reserves the right to remove any or all such property to another part of the premises or remove it and place it in storage off -Port at the risk and expense of the owner. The Seaport Department may retain possession of the property until all charges have been paid. When the Port Director determines the final abandonment of cargo in any instance, he shall dispose of the same under established County procedures.

**215. PORTMIAMI ADMINISTRATIVE FEE (C)**

A twenty-percent (20%) administrative fee may be charged for (i) every special service contract/agreement Seaport staff is asked to execute and manage on behalf of a port user or (ii) any cost incurred by or on behalf of the Seaport when exercising its rights under Tariff Item 260 or other self-help rights set forth in this Tariff No. 010 or otherwise or (iii) the costs of any other service that the Port provides at the request of a Port user that is not already required to be provided under the terms of this Tariff or a contractual agreement with such Port user.

Special services could include, but are not limited to, requested Customs and Border Protection's Reimbursement Program, security, maintenance, repair, custodial, and/or stevedoring services. The twenty (20%) administrative fees will be applied to the total charges, including any late penalties, all of which shall be due to the Port within thirty (30) calendar days of receipt of an invoice.

**216. FURNISHING CARGO & CRUISE STATEMENTS AND VESSEL REPORTS (C)**

All vessels, their owners and agents, and all other users of the waterways and facilities shall furnish the Port Director copies of inbound or outbound manifest or other documents in a form satisfactory to the Port Director, or a full and correct statement, signed and certified to, on blanks furnished by the Seaport Department, showing weights or measurements of the various items discharged or loaded and the basis on which freight charges are assessed, within ten days after the arrival and/or departure of vessels, excepting Saturdays, Sundays and holidays.

For cargo vessels, it is the stevedores' responsibility to provide PortMiami with complete loading and discharge guides to verify the vessel manifest(s). Companies holding an active stevedoring permit at PortMiami are required to submit their final vessel loading and discharge reports for all vessels worked at the Port no later than two calendar days after vessel departure in a format acceptable to the Port Director. Arrangements to submit said reports are to be coordinated with the Port's Cargo Operations division.

**217. LATE DOCUMENTATION ON SERVICE FEE (C)**

A service fee of one-half of one percent (1/2 of 1%) of total charges resulting from the calculation of charges reflected on such documents, for each 24-hour period or fractional part thereof, including Saturdays, Sundays, and holidays, will be assessed for incomplete, incorrect, non-certified or late submission of documentation required for entry to the Port or the calculation or verification of Port charges. This service fee shall be assessed in addition to all other penalties imposed by this tariff. The minimum service fee is ten dollars (\$10.00).

**218. PAYMENT OF BILLS AND ONLINE PAYMENTS**

All charges assessed under this tariff are due as they accrue, and invoices issued by the Port are due and payable upon presentation.

All invoices being disputed by or on behalf of port users, customers, or either's respective agents or employees must be disputed within 30 days of the invoice date, except where payment of any Port fees, costs, or pass-through costs, fees, or charged must be paid hereunder within a shorter period than thirty

days (from invoicing or otherwise), then, in such event, such invoiced fees, charges, and/or costs must be disputed in writing by the (shorter) payment due date provided hereunder or in the subject invoice. Any invoice dispute not timely submitted in writing as required above shall be deemed waived.

Any invoice remaining unpaid on the last day of the month following the month billed, or, where applicable, remaining unpaid on the last day of any shorter payment period set forth in the subject Port invoice or otherwise required in this Tariff, is delinquent, and the Port users billed will be placed on a delinquent list.

A delinquent invoice is subject to a late fee of one- and one-half percent (1-1/2%) simple interest for each month or pro rata fraction thereof that said invoice remains delinquent at the end of the month or such lesser payment period as may be otherwise provided in the invoice or elsewhere in this Tariff.

If collection procedures are pursued, an additional collection fee of up to 30% of the amount of the delinquent invoice will be added to the invoice amount. This collection fee will reimburse the Port for any amount due or paid to the Miami-Dade Finance Department for their collection effort. Payment of an invoice at PortMiami after the invoice has been sent to the Miami-Dade Finance Department for collection does not waive the collection fee.

Collection procedures include, but are not limited to, sending the delinquent invoice to the Collection Division of the Miami-Dade Finance Department at 111 NW 1st Street, 26th Floor, Miami, Florida 33128.

Payment for returned checks dishonored by the bank (NSF) shall be made pursuant to Florida Statute (F.S. 832.07). In the event where a Port user has presented more than one (1) NSF check to the Port for payment, the Port Director, at his/her discretion, may require the Port User to pay the Port via a cashier's check, payable from a local bank, or an alternative method of payment approved by the Port Director or his/her designee.

The Port assigns the responsibility for the collection and payment of all charges assessed on a vessel to the Ship's Agent Company authorized by the Seaport Director to file the Request for Ship's Berth Assignment for the vessel. The Port must be paid according to the terms stipulated in this tariff item regardless of when the Ship's Agent, vessel, its owners, or agents are reimbursed.

The Port reserves the right to refuse the use of Port facilities and services to any Port user on the delinquent list and to demand payment of charges in advance before further services are performed or facilities used.

### **Sales Tax**

Rates and charges contained in this tariff are exclusive of any sales tax. Applicable sales taxes shall be paid to the Port at the time and by the entity responsible for payment of the tariff charges for which the tax is imposed.

Other Transactions". Current sales tax rate is 3.00% on Commercial Real Property Rental, and 7.00% on everything else.

Cruise and cargo shipping lines may elect to pay all invoices directly to the Port. Shipping lines choosing direct billing may contact the Port's permit section to set up the account, which still requires a permit, insurance coverage, and payment guarantee, as per Items 714 and 222 of the Tariff.

#### **On-Line Payments**

Invoices can be paid on-line using the Port's SeaPal online service via e-checks. The Port also offers online payments for account replenishment for ground transportation using e-checks. There are no processing charges for any e-check transactions.

Invoices of \$10,000 or less can also be paid online using a credit card subject to a 2.5% fee payable at the time of payment. There are no processing charges for any honored and successful e-check transactions.

All ground transportation companies are required to pay for trip fees using the online services, using either the account replenishment method or making a payment on a one-time basis. For companies that infrequently visit the Port, less than 5 times per year, prior arrangements for a trip and payment must be made and communicated through the permit section at the Port before the company's vehicle(s) visit the Port.

Shipping companies, cruise and/or cargo, or their agents, are required to pay all invoices via wire transfer or using the Port's SeaPal online payment service.

All e-check transactions which are dishonored by the servicing bank due to nonsufficient funds (NFS), will also be treated pursuant to Florida Statute (F.S. 832.07) and as previously noted in this section.

#### **219. TEMPORARY EMERGENCY CHANGES TO TARIFF (C)**

The Seaport Director shall have the authority to implement emergency temporary changes to this Tariff to remain competitive with other ports. These temporary changes must be consistent with the provisions of Item 200, be documented and submitted to the Office of the Miami-Dade County Mayor, with copies to the County Finance and Budget Directors, and require a prior written finding by the Seaport Director that such changes will not result in the Seaport producing fewer Revenues (as defined in the Seaport's Bond Ordinance (Ord. No. 88-66) as amended) unless, in the opinion of the Seaport Director, overall Port rates, fees, rentals, and other charges, as so changed, revised, or reduced, will produce sufficient Revenues to comply with the coverage and other requirements set forth in Section 501(c) of Ordinance 88-66 as amended.

If such temporary changes are to remain in place for a period of over twelve months or more than one fiscal year, they shall be submitted to the Board of County Commissioners for approval as part of the Seaport's budget for the following fiscal year.

#### **220. ACCESS TO RECORDS**

All vessels, their owners and agents, and all other users of the waterways and facilities shall be required to permit access to manifests of cargo, passengers, railroad documents, and all other documents for the purpose of audit for ascertaining the correctness of reports filed, or for securing the necessary data to permit correct estimate of charges.

#### **221. INDEMNIFICATION**

All users of Port facilities shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, fines, losses, or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, notices of violation, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the users' use of Port facilities. All users of Port facilities shall pay all claims, fines, and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay costs, fines, judgments and attorneys' fees which may issue thereon, provided the County shall have given reasonable written notice of such matter with full right to defend and shall cooperate in such defense.

#### **222. PAYMENT GUARANTEE (C)**

Users of the Port facilities are required to furnish the County with a Payment Guarantee, insuring the County against loss of any funds and indemnifying the County in full for the payment of bills that accrue as a result of dockage, notices of violation, cargo, and passenger wharfage, water sales, storage, rentals, leases, warehousing, wharf demurrage, track rentals, electric current and any other charges that may accrue for services rendered by the County. The Port Director is authorized to determine and fix the amount of the required Payment Guarantee. The Port Director is also authorized to designate the persons who shall be required to post the bond required by this section.

Standard Lease (boilerplate) Agreement Lessees shall furnish to the Port a payment guarantee prior to occupancy of the leased space equivalent to the duration of the cancellation notification: thirty (30) days for a month-to-month lease term and ninety (90) days for 1 to 5-year lease terms. Lessee may elect to post said guarantee as an Indemnity Bond (Bond), an Irrevocable Letter of Credit (ILC), or via company check, provided the Bond or ILC (as applicable) is in a form acceptable to the County.

#### **223. EMERGENCY TARIFF WAIVER FOR HURRICANES AND NATURAL DISASTERS (C)**

The Seaport Director or his/her designee, at his sole discretion, shall have the right to reduce or waive applicable Port fees for donated humanitarian relief efforts in case of a declared emergency by the President of the United States, the Governor of the State of Florida, or another state, or for a natural disaster suffered by a country served by an ocean carrier and/or cruise line customer of PortMiami.

Such waivers and/or reductions may include dockage, wharfage, and crane rates per participating ocean carrier or cruise line. In lieu of Tariff rates, the Director shall have the right to reduce or waive rates set forth in the various County-approved cargo terminal agreements and/or approved agreements with cruise lines.

Such waivers and/or reductions shall be limited to those ocean carriers and/or cruise lines who are also

waiving their transportation fees for donated hurricane relief supplies relating to food, lodging, medicine, construction materials and equipment, and/or resources provided by governmental or charitable agencies. In order to qualify for such waiver or reduction, the participating ocean carrier or cruise line must verify and provide documentation to the Port, including a manifest or certified statement identifying those items that may qualify for such waiver or reduction.

#### **224. INSURANCE (C)**

The rates and charges published in this tariff do not include any insurance of any nature. All permitted users of the Port facilities are required to carry both Comprehensive General Liability Insurance and Auto Liability Insurance. Certificates of Liability Insurance must show Miami-Dade County as Certificate Holder and indicate that insurance coverage meets the following minimum requirements: (1) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage; and (2) Automobile Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to both policies. Additional coverage may be required pursuant to other sections of this Tariff. Cartage companies are required to carry a minimum of \$1,000,000 liability insurance.

Companies unable to provide valid proof of insurance (other than TNCs/TNEs) will be immediately required to cease operations and will have their permits automatically suspended until valid proof of insurance is received and validated by the Permits Section. Companies falsifying insurance documentation will be automatically subject to a \$1,000 administrative fee and the immediate suspension of the permit for a duration determined by the Port Director or designee.

#### **Insurance Requirements for Cartage Companies**

All cartage companies doing business at PortMiami must comply with the insurance requirements set forth in Section 224 of this Tariff and must provide the Permits Section with a Certificate of Liability Insurance listing all insured drivers and vehicles. Any and all changes to the company's driver/fleet schedule must be reported immediately. It is the company's responsibility to maintain their company's driver and insurance records up to date. Failure to do so may result in the suspension of the company's permit for a period determined by the Port Director or designee.

Information submitted by the insurance company and/or the managing general agent concerning insured drivers/vehicles will be compared to the Port's identification system as to the number of issued Port ID cards. Any discrepancies must be remedied within two (2) business days after notice from the Port, or in the event a permit holder has a discrepancy more than twice in a fiscal year, an administrative fee of \$1,000 will be assessed for the first violation. The second violation will result in the suspension of the permit.



All drivers renewing their Port identification cards must show proof of insurance and/or approval of insurance to the Port's Identification & Credentialing Section. A cartage company's failure to report a change in an employee's work status (termination) within 7 days after the change may result in suspension of the Port business permit. Reactivation and addition of any cartage company's drivers will be granted only after verifying that the cartage company complies with the insurance requirements.

If a driver and truck fail to prove insurance coverage on any spot check while at the Port, the vehicle and driver may be required to leave the Port immediately.

All cartage company drivers wishing to work for two companies on one (1) Port identification card must show endorsement and proof of insurance coverage covering the driver's work for each such cartage company from both companies of record.

#### Insurance Requirements for Stevedores

All stevedores are required to furnish certificates of insurance to the Port and to the crane maintenance management company (Port of Miami Crane Management, Inc.) which reserves the right to deny the use of the crane(s) to any firm supplying false, incomplete, or misleading insurance information.

Stevedores Legal Liability Insurance and Comprehensive General Liability Insurance coverage shall be provided as liability against damages resulting from loading and unloading vessels by the stevedore. This insurance shall be a minimum of \$5,000,000.00 for each occurrence. Insurance coverage must include USL&H (United States Longshoremen and Harbor Association) coverage as required by the Longshore Act.

Miami-Dade County, Florida (PortMiami), and the crane maintenance management company shall be named as an additional name insured.

These requirements are in addition to previous insurance requirements per other sections of this tariff. The above insurance policies shall not be canceled or allowed to expire until thirty days after PortMiami has received written notice thereof from the insurance carrier.

#### 226. RETURNED CHECK SERVICE FEE (C)

A service fee will be assessed for the collection of a dishonored check, draft, or other order for the payment of money to PortMiami, including for collection of unsuccessful or dishonored e-checks transactions, in accordance with the rate structure established by Miami-Dade County, in Administrative Order 4-86. This service fee shall be in addition to all other penalties imposed by this tariff.

#### 227. INAUGURAL ACTIVITIES (C)

To promote PortMiami, attract new business, and remain competitive with other ports, upon written request, the Seaport Director may authorize a reduction or waiver of dockage (not to exceed three days), passenger wharfage, and harbor fees for inaugural activities for vessels to be homeported in Miami.

Upon receipt of an advance written request, prior to the vessel's first call, to waive or reduce fees for inaugural activities, the Seaport Director may authorize such waiver or reduction under the following conditions:

- A. Vessel is new to the PortMiami;
- B. Vessel will be homeported at the PortMiami for the first time; and
- C. Inaugural activities are limited to no more than three sailings and are promotional in nature with non-revenue customers only.