

PORT EVERGLADES FRANCHISE APPLICATION

An application will not be deemed complete and ready for processing until all required documents and fees are received.

A separate application must be filed for each type of franchise applied for.

FRANCHISE TYPE
CHECK ONE

STEAMSHIP AGENT

STEVEDORE

CARGO HANDLER

TUGBOAT & TOWING

VESSEL BUNKERING

VESSEL OILY WASTE REMOVAL

VESSEL SANITARY WASTE WATER REMOVAL

MARINE TERMINAL SECURITY
FIREARMS CARRYING SECURITY PERSONNEL

MARINE TERMINAL SECURITY
NON-FIREARMS CARRYING SECURITY PERSONNEL

Note: Applicant is the legal entity applying for the franchise. If the Applicant is granted the franchise, it will be the named franchisee. All information contained in this application shall apply only to the Applicant, and not to any parent, affiliate, or subsidiary entities.

Applicant's

Name

METRO CRUISE SERVICES LLC

(Name as it appears on the certificate of incorporation, charter, or other legal documentation as applicable, evidencing the legal formation of the Applicant)

Applicant's Business Address

3806 WORSHAM AVE, LONG BEACH, CA, 90808

Number /

Street

City/State/Zip

Phone #

(310) 816 6500

E-mail address

@

Fax #:

(310) 816 6519

Name of the person authorized to bind the Applicant (Person's signature must appear on Page 13.)

Name

ANTHONY NEWMAN

Title

PRESIDENT

Business Address

4101 RAVENSWOOD ROAD, SUITE 318, FORT LAUDERDALE

Number /

Street

City/State/Zip

FL 33312

Phone # ()

305 748 1197

E-mail address

anthony.newman@metro

cruiservices.com

Fax #:

() N/A

Provide the Name and Contact Information of Applicant's Representative to whom questions about this application are to be directed (if different from the person authorized to bind the Applicant):

Representative's Name

AS ABOVE

Representative's Title

Representative's Business Address

Number /

Street

City/State/Zip

Representative's Phone # ()

Representative's E-mail address

@

Representative's Fax # ()

PLEASE COMPLETE THIS APPLICATION AND LABEL ALL REQUIRED BACKUP DOCUMENTATION TO CLEARLY IDENTIFY THE SECTION OF THE APPLICATION TO WHICH THE DOCUMENTATION APPLIES (I.E....., SECTION A, B, C, etc.).

Section A

1. List the name(s) of Applicant's officers, including, CEO, COO, CFO, director(s), member(s), partner(s), shareholder(s), principal(s), employee(s), agents, and local representative(s) active in the management of the Applicant.

Officers:

Title PRESEDTGNT
First Name ANTHONY Middle Name ROCHFORD
Last Name NEUMAN
Business Street Address 4101 RAVENSWOOD RD, SUITE 318
City, State, Zip Code FORT LAUDERDALE, FL 33312
Phone Number (305) 748 1197 Fax Number () N/A
Email Address anthony.newman @ metrocruiseservices.com

Title CEO
First Name JOHN Middle Name _____
Last Name HAMPTON
Business Street Address 3806 WOXHAM AVE
City, State, Zip Code LONG BEACH, CA 90808
Phone Number (310) 816 6500 Fax Number (310) 816 6519
Email Address John.hampton @ metroports.com

Title _____
First Name _____ Middle Name _____
Last Name _____
Business Street Address _____
City, State, Zip Code _____
Phone Number () _____ Fax Number () _____
Email Address _____ @ _____.

Title _____
First Name _____ Middle Name _____
Last Name _____
Business Street Address _____
City, State, Zip Code _____
Phone Number () _____ Fax Number () _____
Email Address _____ @ _____.

Attach additional sheets if necessary.

2. RESUMES: Provide a resume for each officer, director, member, partner, shareholder, principal, employee, agent, and local representative(s) active in the management of the Applicant, as listed above.

Attached Resumes.pdf

Section B

1. Place checkmark to describe the Applicant:
() Sole Proprietorship () Corporation () Partnership () Joint Venture () Limited Liability Company
2. Provide copies of the documents filed at the time the Applicant was formed including Articles of Incorporation (if a corporation); Articles of Organization (if an LLC); or Certificate of Limited Partnership or Limited Liability Limited Partnership (if a partnership). If the Applicant was not formed in the State of Florida, provide a copy of the documents demonstrating that the Applicant is authorized to conduct business in the State of Florida.

Attached: Articles of organization.pdf

Section C

1. Has there been any change in the ownership of the Applicant within the last five (5) years? (e.g., any transfer of interest to another party)
Yes ___ No If "Yes," please provide details in the space provided. Attach additional sheets if necessary.
2. Has there been any name change of the Applicant or has the Applicant operated under a different name within the last five (5) years?
Yes ___ No If "Yes," please provide details in the space provided, including: Prior name(s) and Date of name change(s) filed with the State of Florida's Division of Corporations or other applicable state agency. Attach additional sheets if necessary.
3. Has there been any change in the officers, directors, executives, partners, shareholders, or members of the Applicant within the past five (5) years?
Yes No ___ If "Yes," please provide details in the space provided, including:
Prior officers, directors, executives, partners, shareholders, members
Name(s) STEFANO BORZOME, PRESIDENT
New officers, directors, executives, partners, shareholders, members
Name(s) ANTHONY NEUMAN, PRESIDENT
Also supply documentation evidencing the changes including resolution or minutes appointing new officers, list of new principals with titles and contact information, and effective date of changes. Attach additional sheets if necessary.

Section D

Provide copies of all fictitious name registrations filed by the Applicant with the State of Florida's Division of Corporations or other State agencies. If none, indicate "None" None.

Section E

1. Has the Applicant acquired another business entity within the last five (5) years?
Yes ___ No If "Yes," please provide the full legal name of any business entity which the Applicant acquired during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" _____.

N/A

2. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the acquired firm's officers, managers, employees and/or the acquired firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

3. Has the Applicant been acquired by another business entity within the last five (5) years?
Yes ___ No If "Yes," provide the full legal name of any business entity which acquired the Applicant during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" None.

4. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the parent firm's officers, managers, employees and/or the parent firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

N/A

Section F

Provide the Applicant's previous business history, including length of time in the same or similar business activities as planned at Port Everglades. *See attached: Additional Information.pdf*

Section G

1. Provide a list of the Applicant's current managerial employees, including supervisors, superintendents, and forepersons. *See attached Additional Information.pdf*

2. List the previous work history/experience of the Applicant's current managerial employees, including their active involvement in seaports and length of time in the same or similar business activities as planned at Port Everglades.

See attached Additional Information.pdf

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport LOS ANGELES Number of Years Operating at this Seaport 10+

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
ROYAL CARIBBEAN	10+ YEARS

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport GALVESTON Number of Years Operating at this Seaport 8

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
DISNEY	5
CARNEVAL	8
ROYAL CARIBBEAN	8

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport BOSTON Number of Years Operating at this Seaport 5

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
ROYAL CARIBBEAN	5

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport BAYONNE Number of Years Operating at this Seaport 5

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
ROYAL CARIBBEAN	5
THE CRUISES	5

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport MOBILE Number of Years Operating at this Seaport 4

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
CARNEVAL	4

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport SAN FRANCISCO Number of Years Operating at this Seaport 20+

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
PRINCESS	15+
HOLLAND AMERICA	"
CARNEVAL	"
CRYSTAL	"
DISNEY	"
NORWEGIAN	"
P&O	"
ROYAL CARIBBEAN	"

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport LOWELL BEACH Number of Years Operating at this Seaport 10+

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
CARNIVAL	10+

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport SAN DIEGO Number of Years Operating at this Seaport 5+

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
CRYSTAL	5+
ROYAL CARIBBEAN	5+

Section I

1. Provide a description of all past (within the last five (5) years) and pending litigation and legal claims where the Applicant is a named party, whether in the State of Florida or in another jurisdiction, involving allegations that Applicant has violated or otherwise failed to comply with environmental laws, rules, or regulations or committed a public entity crime as defined by Chapter 287, Florida Statutes, or theft-related crime such as fraud, bribery, smuggling, embezzlement or misappropriation of funds or acts of moral turpitude, meaning conduct or acts that tend to degrade persons in society or ridicule public morals.

The description must include all of the following:

- a) The case title and docket number
- b) The name and location of the court before which it is pending or was heard
- c) The identification of all parties to the litigation
- d) General nature of all claims being made

If none, indicate "None" None.

2. Indicate whether in the last five (5) years the Applicant or an officer, director, executive, partner, or a shareholder, employee or agent who is or was (during the time period in which the illegal conduct or activity took place) active in the management of the Applicant was charged, indicted, found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct or activity (1) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended from time to time, or (2) is customarily considered to be a white-collar crime or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds, etc. or (3) results in a felony conviction where the crime is directly related to the business activities for which the franchise is sought.

Yes ___ No

If you responded "Yes," please provide all of the following information for each indictment, charge, or conviction:

- a) A description of the case style and docket number
- b) The nature of the charge or indictment
- c) Date of the charge or indictment
- d) Location of the court before which the proceeding is pending or was heard
- e) The disposition (e.g., convicted, acquitted, dismissed, etc.)
- f) Any sentence imposed
- g) Any evidence which the County (in its discretion) may determine that the Applicant and/or person found guilty or convicted of illegal conduct or activity has conducted itself, himself or herself in a manner as to warrant the granting or renewal of the franchise.

Section J

The Applicant must provide a current certificate(s) of insurance. Franchise insurance requirements are determined by Broward County's Risk Management Division and are contained in the Port Everglades Tariff No. 12 as amended, revised or reissued from time to time. The Port Everglades Tariff is contained in the Broward County Administrative Code, Chapter 42, and is available for inspection on line at: <http://www.porteverglades.net/development/tariff>.

See attached: Insurance.pdf

Section K

1. The Applicant must provide its most recent audited or reviewed financial statements prepared in accordance with generally accepted accounting principles, or other documents and information which demonstrate the Applicant's creditworthiness, financial responsibility, and resources, which the Port will consider in evaluating the Applicant's financial responsibility.

Attached: Additional Information.pdf

2. Has the Applicant or entity acquired by Applicant (discussed in Section E herein) sought relief under any provision of the Federal Bankruptcy Code or under any state insolvency law filed by or against it within the last five (5) year period?

Yes ___ No

If "Yes," please provide the following information for each bankruptcy or insolvency proceeding:

- a) Date petition was filed or relief sought
- b) Title of case and docket number
- c) Name and address of court or agency
- d) Nature of judgment or relief
- e) Date entered

3. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for the business or property of the Applicant?

Yes ___ No

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

4. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for any entity, business, or property acquired by the Applicant?

Yes ___ No

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

Section L

Attached: Goodham Credit references.pdf

List four (4) credit references for the Applicant, one of which must be a bank. Use this format:

Name of Reference _____ Nature of Business _____
Contact Name _____ Title _____
Legal Business Street Address _____
City, State, Zip Code _____
Phone Number (____) _____

(Provide on a separate sheet.)

Section M

1. Security: Pursuant to Port Everglades Tariff 12, Item 960, all Franchisees are required to furnish an Indemnity and Payment Bond or Irrevocable Letter of Credit drawn on a U.S. bank in a format and an amount not less than \$20,000 as required by Broward County Port Everglades Department.

2. Has the Applicant been denied a bond or letter of credit within the past five (5) years?

Yes ___ No

If "Yes," please provide a summary explanation in the space provided of why the Applicant was denied. Use additional sheets if necessary.

Section N

1. Provide a list and description of all equipment currently owned and/or leased by the Applicant and intended to be used by the Applicant for the type of service(s) intended to be performed at Port Everglades including the age, type of equipment and model number.

We currently have no stevedore business in PEV so have no

2. Identify the type of fuel used for each piece of equipment.

equipment onsite

3. Indicate which equipment, if any, is to be domiciled at Port Everglades.

4. Will all equipment operators be employees of the Applicant, on the payroll of the Applicant, with wages, taxes, benefits, and insurance paid by the Applicant?

Yes No ___

If "No," please explain in the space provided who will operate the equipment and pay wages, taxes, benefits, and insurance, if the franchise is granted. Use additional sheets if necessary.

Section O

Provide a copy of the Applicant's current Broward County Business Tax Receipt (formerly Occupational License).

Attached Broward County Local Tax Receipt.pdf

Section P

1. Provide a copy of Applicant's safety program.

Attached: Injury & Illness Prevention Program.pdf

2. Provide a copy of Applicant's substance abuse policy.

Attached: Policies.pdf

3. Provide a copy of Applicant's employee job training program/policy.

4. Provide information regarding frequency of training.

5. Include equipment operator certificates, if any.

This is done by I-L-A

Section Q

1. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from any federal, state, or local environmental regulatory agencies?
Yes ___ No

2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard?
Yes ___ No

3. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from the Occupational Safety and Health Administration?
Yes ___ No

If you responded "Yes" to any of this section's questions 1, 2, or 3 above, please provide a detailed summary for each question containing the following information:

- a) Name and address of the agency issuing the citation or notice
- b) Date of the notice
- c) Nature of the violation
- d) Copies of the infraction notice(s) from the agency
- e) Disposition of case
- f) Amount of fines, if any
- g) Corrective action taken

Attach copies of all citations, notices of violations, warning notices, civil penalties and fines issued by local, state, and federal regulatory agencies, all related correspondence, and proof of payment of fines.

4. Provide a statement (and/or documentation) which describes the Applicant's commitment to environmental protection, environmental maintenance, and environmental enhancement in the Port. *Attached: Environmat.pdf*

Section R

Provide written evidence of Applicant's ability to promote and develop growth in the business activities, projects or facilities of Port Everglades through its provision of the services (i.e., stevedore, cargo handler or steamship agent) it seeks to perform at Port Everglades. For first-time applicants (stevedore, cargo handler and steamship agent), the written evidence must demonstrate Applicant's ability to attract and retain new business such that, Broward County may determine in its discretion that the franchise is in the best interests of the operation and promotion of the port and harbor facilities. The term "new business" is defined in Chapter 32, Part II of the Broward County Administrative Code as may be amended from time to time.

Attached: Promote and Develop Growth.pdf

If you have checked an Applicant box for VESSEL BUNKERING, VESSEL OILY WASTE REMOVAL, VESSEL SANITARY WASTE WATER REMOVAL, OR MARINE TERMINAL SECURITY, the following additional information is required:

VESSEL BUNKERING

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the applicant's operations manual approved by the U.S. Coast Guard.

Section V- A copy of the applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

VESSEL OILY WASTE REMOVAL

Section S - Certificate of Adequacy in compliance with the Directives of MARPOL 73/75 and 33 CFR 158, if applicable.

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the Applicant's operations manual approved by the U.S. Coast Guard.

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section V- A copy of the Applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section X- A Used Oil Collector, Transporter, and Recycler Certificate from the Florida Dept. of Environmental Protection.

Section Y- An Identification Certificate from the U.S. Environmental Protection Agency.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the Applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

VESSEL SANITARY WASTE WATER REMOVAL

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section Z1- A copy of the Applicant's operations manual.

Section Z2- A Septage Receiving Facility Waste Hauler Discharge Permit from the Broward County Water and Wastewater Services Operations Division.

MARINE TERMINAL SECURITY

Section N1- A list of all metal detection devices, walk-through and hand held, as well as all luggage and carryon x-ray machines owned or leased, to be used or domiciled at Port Everglades. Listing must include brand name and model.

Section N2- A copy of all manufacturers recommended service intervals and name of

company contracted to provide such services on all aforementioned equipment.

Section N3- A description of current method employed to assure all equipment is properly calibrated and functioning.

Section N4- current training requirements and training syllabus for employees operating x-ray equipment. Highlight emphasis on weapon and contraband identification.

Include equipment operator certificates, if any.

Section O1- Provide copies of all local, state and federal licenses, including:

a. A copy of the Applicant's State of Florida Business License.

b. A copy of security agency's Manager's "M" or "MB" License and a copy of the security agency's "B" or "BB" License issued by the Florida Department of Agriculture and Consumer Services.

Section P3- SECURITY GUARDS / SUPERVISORS

a. Provide Applicant's background requirements, education, training etc., for personnel hired as security guards.

b. Provide historic annual turnover ratio for security guards.

c. Provide a copy of Applicant's job training program/policy including a copy of training curriculum and copies of all manuals and take-home materials made available to security guards. Include information regarding frequency of training.

d. Provide background requirements, experience, licensing and any and all advanced training provided to supervisory personnel.

e. Provide present policy for individual communication devices either required of security guards or supplied by the employer.

f. Provide procurement criteria and source as well as Applicant's certification requirements for K-9 workforce.

g. Provide information on the number of security guards / supervisors currently employed or expected to be employed to provide security services at Port Everglades.

Supervisors _____
Class D Guards _____
Class G Guards _____
K-9 Handlers _____

Port Everglades Tariff 12

References to the Port Everglades Tariff 12 as amended or reissued: <http://www.porteverglades.net/development/tariff>

Application Fees

The following fees have been established for franchised businesses at Port Everglades. Initial processing fees are nonrefundable. A franchise is required for each category of business.

Stevedore

Initial processing fee, assignment fee, or reinstatement fee \$ 11,000.00

Annual Fee

\$ 4,000.00

✓ Paid previously

Cargo Handler

Initial processing fee, assignment fee, or reinstatement fee \$ 11,000.00

Annual Fee

\$ 4,000.00

Steamship Agent

Initial processing fee, assignment fee, or reinstatement fee \$

4,000.00

Annual Fee

\$ 2,250.00

Tugboat and Towing

Initial processing fee, assignment fee, or reinstatement fee \$ 26,000.00

Annual Fee

By Contract

Vessel Bunkering, Vessel Oily Waste Removal,

Vessel Sanitary Waste Water Removal

Initial processing fee, assignment fee, or reinstatement fee \$ 4,000.00

Annual Fee

\$ 2,250.00

For first-time franchise Applicants, both the initial application fee and the annual fee must be submitted at time of application. Thereafter, annual franchise fees are due and payable each year on the franchise anniversary date, which is defined as the effective date of the franchise.

Note: Check(s) should be made payable to:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS and be mailed with this application to:

Port Everglades Business Administration Division

1850 Eller Drive, Fort Lauderdale, FL 33316

Required Public Hearing

Staff review of this application will not commence until such time as all of the above requested information and documentation has been provided and the franchise application has been determined by staff to be complete. All of the above requested information and Sections are required to be completed prior to the scheduling of the public hearing. Staff will request that the Broward County Board of County Commissioners set a public hearing to consider the franchise application and hear comments from the public. The Applicant will be notified of the Public Hearing date and must plan to attend the Public Hearing.

By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct. Applicant understands that providing false or misleading information on this application may result in the franchise application being denied, or in instances of renewal, a franchise revoked. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Broward County during the franchise application process or during any inquiries, investigations, or public hearings.

Applicant further understands that if there are any changes to the information provided herein (subsequent to this application submission) or to its officers, directors, senior management personnel, or business operation as stated in this application, Applicant agrees to provide such updated information to the Port Everglades Department of Broward County, including the furnishing of the names, addresses (and other information as required above) with respect to persons becoming associated with Applicant after its franchise application is submitted, and any other required documentation requested by Port Everglades Department staff as relating to the changes in the business operation. This information must be submitted within ten (10) calendar days from the date of any change made by the Applicant.

Applicant certifies that all workers performing functions for Applicant who are subject to the Longshore and Harbor Workers' Act are covered by Longshore & Harbor Workers' Act, Jones Act Insurance, as required by federal law.


This application and all related records are subject to Chapter 119, F.S., the Florida Public Records Act.


By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be granted by Broward County, to be legally bound and governed by all such rules, regulations, terms and conditions of the franchise as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended.

The individual executing this application on behalf of the Applicant, personally warrants that s/he has the full legal authority to execute this application and legally bind the Applicant.

Signature of Applicant's Authorized Representative  Date Signed 3/5/2020

Signature name and title - typed or printed ANTHONY NEWMAN, PRESIDENT

Witness Signature (*Required*) 
Witness name-typed or printed ALEX ANDERSON

Witness Signature (*Required*) 
Witness name-typed or printed Bryan P. Sipiakis

If a franchise is granted, all official notices/correspondence should be sent to:

Name ANTHONY NEWMAN Title PRESIDENT

Address 4101 RAVENWOOD RD Phone (305) 748 1197

SUITE 318, FORT LAUDERDALE
FL 33132

METRO CRUISE SERVICES Vendor Vendor ID Payment Number Date
BROWARD COUNTY BOARD OF 17BROCOUDE00 00000000000006365 02/07/2020

Voucher Number Invoice Number Invoice Date Description Net Check Amt
0000000000008836 2020 LICENSE RENI 01/31/2020 STEVEDORING PORT EVERGLADES \$4,000.00



TOTALS:

\$4,000.00

DOCUMENT HAS A MULTI-COLORED BACKGROUND. SECURITY FEATURES LISTED ON BACK.

METRO CRUISE SERVICES LLC
3806 WORSHAM AVENUE
LONG BEACH, CA 90808
(310) 816-6573

CITY NATIONAL BANK
100 OCEANGATE
10TH FLOOR
LONG BEACH, CA 90802

122016066

Feb 7, 2020
DATE

1717057
CHECK NO.

Pay Four Thousand Dollars And 00 Cents

\$4,000.00

to the Order of:

BROWARD COUNTY BOARD OF COMMISSIONERS
1850 ELLER DRIVE
FORT LAUDERDALE, FL 33316

John R. Hampton

[Signature]

⑈ 1717057⑈ ⑆ 122016066 ⑆ 112425314⑈

Anthony Newman - President

Anthony joined Metro Cruise Services in January 2019. Educated in the United Kingdom, Anthony is a Fellow of the Association of Chartered Certified Accountants with a B.S. in Economics. Over the past twelve years he has served in senior leadership positions (VP and above) at cruise line suppliers including Medov Logistics Group in Florida and Intercruises Shoreside and Port Services in the U.S. and Spain. Previously Anthony worked in the M&A departments of TUI Travel PLC and KPMG in the UK where he executed a number of domestic and international transactions.

John Hampton - CFO

John joined Metropolitan Stevedore Company (“Metropolitan”) in 1992, overseeing and facilitating the movement of Chilean fruit through at the Port of San Diego. In 1997 John relocated to the corporate office and has held various positions within the organization. Assuming the role as Senior Vice President and Chief Financial Officer in July of 2003, John is responsible for the overall financial management and stability of Nautilus International Holding Corporation and its Subsidiaries (one of which is Metro Cruise Services LLC). John received his Masters of Business Administration Degree from Pepperdine University.

State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 6 2005

A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON
Secretary of State



State of California
Secretary of State

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

File # 200509210109

FILED
in the office of the Secretary of State
of the State of California

MAR 29 2005

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

1. NAME OF LIMITED LIABILITY COMPANY

Metro Cruise Services LLC

PURPOSE (The following statement is required by statute and may not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

James Callahan

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

720 East "E" Street, Wilmington CA 90744

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- ONE MANAGER
- MORE THAN ONE MANAGER
- ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF ORGANIZER

March 29, 2005

DATE

Jamie Chou

TYPE OR PRINT NAME OF ORGANIZER

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned.)

8. NAME [Jamie Chou]
 FIRM Cooper, White & Cooper LLP
 ADDRESS 201 California Street, 17th Floor
 CITY/STATE/ZIP [San Francisco, CA 94111]



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

19-A29311

FILED

In the office of the Secretary of State
of the State of California

JAN 23, 2019

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)
METRO CRUISE SERVICES LLC

2. 12-Digit Secretary of State File Number
200509210109

3. State, Foreign Country or Place of Organization (only if formed outside of California)
CALIFORNIA

4. Business Addresses			
a. Street Address of Principal Office - Do not list a P.O. Box 3806 Worsham Avenue	City (no abbreviations) Long Beach	State CA	Zip Code 90808
b. Mailing Address of LLC, if different than Item 4a 3806 Worsham Avenue	City (no abbreviations) Long Beach	State CA	Zip Code 90808
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 3806 Worsham Avenue	City (no abbreviations) Long Beach	State CA	Zip Code 90808

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

5. Manager(s) or Member(s)

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
b. Entity Name - Do not complete Item 5a Nautilus Management Services, Inc.			
c. Address 3806 Worsham Avenue	City (no abbreviations) Long Beach	State CA	Zip Code 90808

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent’s full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State CA	Zip Code

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b
C T CORPORATION SYSTEM (C0168406)

7. Type of Business
a. Describe the type of business or services of the Limited Liability Company
Contract stevedore and terminal operator

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

9. The information contained herein, including any attachments, is true and correct.

01/23/2019 Kelly Lettmann Power of Attorney
Date Type or Print Name of Person Completing the Form Title Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []
Company:
Address:
City/State/Zip: []



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
METRO CRUISE SERVICES LLC

Filing Information

Document Number	M06000004552
FEI/EIN Number	20-2590859
Date Filed	08/14/2006
State	CA
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/09/2007

Principal Address

3806 Worsham Avenue
Long Beach, CA 90808

Changed: 04/03/2018

Mailing Address

3806 Worsham Avenue
Long Beach, CA 90808

Changed: 04/03/2018

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 04/12/2011

Address Changed: 04/12/2011

Authorized Person(s) Detail

Name & Address

Title Manager

Nautilus Management Services, Inc.
3806 Worsham Avenue
Long Beach, CA 90808

Annual Reports

Report Year	Filed Date
2017	04/13/2017
2018	04/03/2018
2019	03/19/2019

Document Images

03/19/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
04/13/2017 -- ANNUAL REPORT	View image in PDF format
08/05/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
04/13/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
01/04/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- Reg. Agent Change	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
10/21/2009 -- ANNUAL REPORT	View image in PDF format
03/12/2009 -- ANNUAL REPORT	View image in PDF format
09/23/2008 -- ANNUAL REPORT	View image in PDF format
10/09/2007 -- REINSTATEMENT	View image in PDF format
08/14/2006 -- Foreign Limited	View image in PDF format

Metro Cruise Services LLC – Port Everglades franchise renewal

Section F

Metro Cruise Services (MCS) has been providing stevedore services in USA to cruise ships since 2005. MCS currently operates in the following cruise ports:

- Long Beach, California
- Los Angeles, California
- San Diego, California
- San Francisco, California
- Galveston, Texas
- Mobile, Alabama
- Bayonne, New Jersey
- Boston, Massachusetts

Section G

1.

Lorenzo Looper – Director of Operations

Joe Lockhart – Regional Operations Manager, Southern California

Augustine Fashanu – Regional Operations Manager, Northern California

Mike Nelson – Operations Manager, Gulf coast

Joseph Delisio – Operations Manager, Bayonne and Boston

2.

Lorenzo Looper has over 10 years' experience leading our stevedore team across multiple cruise ship ports in the USA. Each Operations Manager has at least 5 year's cruise ship stevedore operations experience.

Section K

1.

Metro Cruise Services LLC (MCS) is a wholly owned subsidiary of Nautilus International Holding Company (NIHC). NIHC was formed under the laws of the state of California to be a holding company and is privately held. Due to the presumption that all records in the custody or possession of any public body are open to inspection and copying, NIHC audited financial statements, nor Federal income tax returns are not included within this proposal. However, a NIHC representative will arrange to meet with Ms Leah Brasso to review NIHC audited financial statements and discuss its financial capability to the satisfaction of the Port.



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT 2
 DATE (MM/DD/YYYY) 3/1/2019
 Page 29 of 80
 3/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

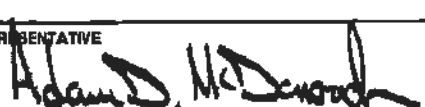
PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1379838 Nautlus International Holding Co. See Attached Addendum 3806 Warrham Avenue Long Beach CA 90808	INSURER A : TT Club Mutual Insurance Limited NAIC # 84975	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES NAUIN01 **CERTIFICATE NUMBER:** 14650136 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	93847/2019/001	3/1/2019	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Eg accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Crystal Cruises, Inc. is included as an Additional Insured (Customer Joint Assured) in accordance to policy terms and conditions, but only as respects to the commercial operations of the named insured on behalf of the additional insureds and to the extent provided by the policy language or endorsements issued or approved by the insurance carrier.

CERTIFICATE HOLDER 14650136 Crystal Cruises, Inc. Attn: Mr. John Stroll, Director, Land Programs 2049 Century Park East Suite 1400 Los Angeles CA 90067	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT 2
 Page 30 of 80
 DATE (MM/DD/YYYY)
 3/1/2019 2/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B : Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Co.	18058	INSURER B : Lloyds of London		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Philadelphia Indemnity Insurance Co.	18058													
INSURER B : Lloyds of London														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1346505 Nautilus International Holding Corporation See Attached Addendum 3806 Worsham Avenue Long Beach CA 90808														

COVERAGES NAUIN01 **CERTIFICATE NUMBER:** 12813065 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys. Damage	Y	N	PHPK1782903	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 1,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	B0180QMA1704535	3/1/2017	3/1/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holders are named as additional insured as respects to operations of the named insured as required by contract.

CERTIFICATE HOLDER

12813065
 Miami-Dade County, Port of Miami Crane Management, Port of Miami
 Attn: Seaport Development
 1015 North America Way, Room 210
 Miami FL 33132

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam D. McDonough

NAUTILUS INTERNATIONAL HOLDING CORPORATION

ENTITIES TO BE NAMED INSUREDS

Nautilus International Holding Corporation
Metropolitan Stevedore Company
Pacific Cruise Ship Terminals LLC
Pacific Warehouse Company
Southeast Maritime Services LLC
Metro Cruise Services LLC
Southeast Crescent Shipping Company
Metro Shore Services LLC
Nautilus Management Services, Inc.
Suderman Contracting Stevedores, Inc.
Long Beach Sulfur LLC
Metro Ports Sulfur LLC
Terminal Security Solutions Inc.
Bulk Warehouse Services Company
Great Lakes Stevedoring LLC
Metro Events LLC

12/27/17

PI-CA-003 (04/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.

B. The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".

C. This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

D. There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.

E. Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

F. The defense of any claim or "suit" must be tendered by this person or organization as soon as

practicable to all other insurers which potentially provide insurance for such claim or "suit".

G. A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

H. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached. In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

I. The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

PI-CA-003 (04/14)



CERTIFICATE OF LIABILITY INSURANCE

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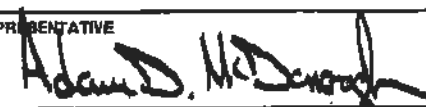
PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1426896 Nautilus International Holding Corporation See Attached Addendum 3806 Worsham Avenue Long Beach CA 90808	INSURER A: TT Club Mutual Insurance Limited NAIC # 84975	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES NAUJN01 CERTIFICATE NUMBER: 14622539 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stevedore Legal Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	93847/2017/001	3/1/2017	3/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Miami-Dade County, Port of Miami Crane Management, Inc. and Port of Miami are included as an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER 14622539 Miami-Dade County, Port of Miami Crane Management, Inc. and Port of Miami 1015 North America Way, Room 210 Miami FL 33132	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

NAUTILUS INTERNATIONAL HOLDING CORPORATION

ENTITIES TO BE NAMED INSUREDS.

Nautilus International Holding Corporation
Metropolitan Stevedore Company
Metro Risk Management LLC
Pacific Cruise Ship Terminals LLC
Pacific Warehouse Company
Southeast Maritime Services LLC
Metro Cruise Services LLC
Southeast Crescent Shipping Company
Metro Shore Services LLC
Nautilus Management Services, Inc.
Metro Ports Canada Ltd.
Suderman Contracting Stevedores, Inc.
Long Beach Sulfur LLC
Metro Ports Sulfur LLC
Terminal Security Solutions Inc.
Bulk Warehouse Services Company
Great Lakes Stevedoring LLC
Metro Events LLC

1/26/17

TT CLUB

Attachment Code: D540056 Certificate ID: 14622539

TT Club Mutual Insurance Ltd
 90 Fenchurch Street London EC3M 4ST
 United Kingdom
www.ttclub.com

Supplier Joint Assured Schedule

Clause J4 refers

Assured: Nautilus International Holding Corporation
 3806 Worsham Avenue
 Long Beach, CA 90808

Certificate No: 93847 / 2017 / 001

Schedule No: JL/17

Valid From: 3/1/2017 to 3/1/2019

This Schedule:

- forms part of the Certificate stated above
- replaces any previous Schedule from the date shown above.

Supplier Joint Assured:

Miami-Dade County, Port of Miami Crane Management, Inc. and Port of Miami
 1015 North America Way, Room 210

Miami, FL 33132

Agreements: Between Nautilus International Holding Corporation and Miami-Dade County, Port of Miami Crane Management, Inc. and Port of Miami

Additional Terms & Conditions:

WAIVER AS CONTRACTUAL CONDITION

VVV08-02-Z

You are insured if you waive your rights of recourse as long as the waiver is required as a condition of a contract, but only:

- 1 to the extent of this obligation and
- 2 in respect of operations and facilities, or those used by you or on your behalf

NOTICE

JC07-08-B

We will give the joint assured thirty days notice of of cesser of the insurance, or of material change in its terms

PRIMARY INSURANCE WORDING

JC19-01-Z

Insurance under this Schedule is primary. Any insurance maintained by the Supplier Joint Assured is excess and non-contributing, but only in respect of liability arising out of work performed by the assured

SUPPLIER JOINT ASSURED

JC43-00-B

J4:1&2 are deleted and replaced by the following:

- 1 The Schedule Identifies joint assureds in respect of specified:
 - * equipment, land or premises - which the joint assured supplies for use in the assured's insured services agreements
 - * - under which the joint assured supplies the equipment, land or premises
 - * ongoing operations performed for that joint assured

Attachment Code: D540056 Certificate ID: 14622539

TT CLUB

TT Club Mutual Insurance Ltd
90 Fenchurch Street London EC3M 4ST
United Kingdom
www.ttclub.com

Supplier Joint Assured Schedule Clause J4 refers



oint Assured is insured for liabilities arising from the condition or use of equipment, land or premises or operations specified at 1 above - to the extent that the assured is insured

Underwriter:

A handwritten signature in cursive script that reads "Daniel Neger".

Date: 27 October 2017

Through Transport Mutual Services (Americas) as
Managing Agent of TT Club Mutual Insurance Ltd

Attachment Code: D540056 Certificate ID: 14622539

Supplier Joint Assured Schedule
Clause J4 refers

TT Club Mutual Insurance Ltd
 90 Fenchurch Street London EC3M 4ST
 United Kingdom
www.ttclub.com

J

4 SUPPLIER JOINT ASSURED

1 The Schedule Identifies

Joint assureds in respect of specified equipment or property, which the joint assured supplies for use in the assured's insured services, and the agreements under which the equipment or property is supplied

2 We insure a Joint Assured for:

Liabilities arising from the condition or use of equipment or property specified at 1 above - to the extent that we insure the assured or an operational joint assured

QUALIFICATIONS

3 Terms of Joint Assurance

3.1 A joint assured under this Clause:

3.1.1 will comply fully with G2:29 (material information)

3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively

3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

4 Exclusions

We do not insure a joint assured under this clause for liabilities arising from the joint assured's:

4.1 own fault or negligence, or that of its servants, employees, agents or subcontractors

4.2 own interest in equipment or property otherwise than in the course of the assured's insured services

5 Relationship of Insureds*

5.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all *insureds** at the same time

5.2 *Insureds** are jointly and severally liable for amounts due to us

5.3 Receipt by one *insured** of a sum from us relieves us of liability to all *insureds**

5.4 Breach of the terms of this policy by one *insured** disentitling it to recovery from us disentitles all other *insureds** to any recovery under the policy if:

5.4.1 the breach is causative of the loss or

5.4.2 the Directors exercise their discretion under G3:5 as a result of the breach

5.5 We deem a customer of one *insured** to be a customer of all *insureds**

5.6 We will deem communication between us (or our representative) and an *insured** to be within the knowledge of all *insureds**

5.7 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds

5.8 In the event of a claim by one *insured** against another *insured** we will deem the claimant to be a third party. The definition of third party at G5:2 is modified to this extent

**We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy*

6 Cesser

Insurance of a joint assured will cease:

6.1 as specified in the Schedule

6.2 on cessation of the assured's relevant insured services

6.3 on expiry/termination of an agreement specified in the Schedule

6.4 on cancellation/cessation of the assured's insurance



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

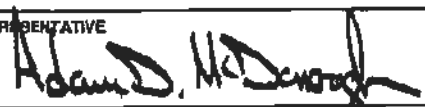
PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1321329 Nautilus International Holding Corporation See Attached Addendum 3806 Worsham Avenue Long Beach CA 90808	INSURER A: Arch Insurance Company	
	INSURER B: Signal Mutual	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES NAUIN01 **CERTIFICATE NUMBER:** 11016857 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	ZAWC19931702	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	USL&H	N N	39400	10/1/2018	10/1/2019	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate is issued as evidence of insurance only.

CERTIFICATE HOLDER 11016857 Miami Dade County 111 NW 1st Street Miami FL 33128	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NAUTILUS INTERNATIONAL HOLDING CORPORATION

ENTITIES TO BE NAMED INSUREDS.

Nautilus International Holding Corporation
Metropolitan Stevedore Company
Metro Risk Management LLC
Pacific Cruise Ship Terminals LLC
Pacific Warehouse Company
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Suderman Contracting Stevedores, Inc.
Long Beach Sulfur LLC
Metro Ports Sulfur LLC
Terminal Security Solutions Inc.
Bulk Warehouse Services Company
Great Lakes Stevedoring LLC
Metro Events LLC

1/26/17

CHECK REQUEST

DATE: 1/31/2020

METRO CRUISE SERVICES

VENDOR NAME BROWARD COUNTY - BOARD OF COMMISSIONERS

AND _____

ADDRESS 1850 ELLER DRIVE
FORT LAUDERDALE
FLORIDA - 33316

AMOUNT OF CHECK: \$4,000.00

EXPLANATION: STEVEDORING LICENSE RENEWAL PORT EVERGLADES

REMARKS: PLEASE HAVE THE CHECK IO SENT TO M.G. **DO NOT MAIL**

APPROVAL:  DATE: 1/31/2020

SUBMITTED BY: Michael Gass - Director - BD and Client Services

ACCTG APPROVAL: _____ DATE: 1/31/2020

ACCOUNT NUMBER: _____

Credit references

City National Bank
100 Oceangate 10th Floor, Long Beach CA 90802
Contact Cheryl Gage
562-624-8635
562-624-8653 (Fax)

So Cal Material Handling
12393 Slauson Ave.
Whitter, CA 90606
562-949-100

Battery Works Inc.
837 Commercial Avenue
Tulare CA 93274
562-235-3240

Cal-Lift
6403 E. Slauson Avenue
Los Angeles, CA 90040
562-566-1400



Cheryl Gage | Greater South Bay
Senior Vice President | Commercial Banking

March 14, 2018

RE: Metro Cruise Services LLC

To whom it may concern:

Metro Cruise Services LLC has been a client of City National Bank since 2000.

Based upon our knowledge of the Company's business operations, long standing relationship, review of quarterly internal financials and audited financial statements, it is our opinion that the Company's financials are strong and we have no reason to believe otherwise looking into the future. Furthermore, to my knowledge, the Company has historically never had problems securing insurance, indemnity and performance bonds.

Please feel free to call me directly if you have any questions at 562-624-8662.

Sincerely,

**City National Bank, a
National Banking Association**

A handwritten signature in black ink, appearing to read "Cheryl Gage", written over a horizontal line.

**Cheryl Gage
Senior Vice President
Senior Relationship Manager**



Interchange Corporate Center 400
Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-
1644 Ph. (610) 832-8240

CONTINUATION CERTIFICATE

To be attached to and form a part of bond number 674016888 (the "Bond"),
dated the 5th day of August, 2010, issued by Liberty Mutual
Insurance Company, a Massachusetts stock insurance company, as Surety (the "Surety"), on behalf of

Metro Shore Services LLC; a California Limited Liability Corporation, as principal (the "Principal"),
in favor of

Broward County, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 5th
day of August, 2020, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's
liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the
entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the
penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 2nd day of July
2010.

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: [Signature] (Seal)
Coona Evangelista, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

On July 2, 2019 before me D. B. Diaz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Leona Evangelista
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature D. B. Diaz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney In Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney In Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8186946

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lennis Evangelista, Sandra L. Ginerus, Robert Joseph Iryin, Adam McDonough, Laura L. Pinianni, Jeffrey Provost, Rae Lynn Zachary

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and that be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, its Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Liquor Monop. Dist., Montgomery County
My Commission Expires March 28, 2021
Number: PEN07001030000001: 01370016

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Exemption of Contracts: Section 3. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lowallen, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of July, 2019.



By: [Signature]
Renee C. Lowallen, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: METRO CRUISE SERVICES LLC

Receipt #: 329-33120
Business Type: ALL OTHERS (STEVEDORE)

Owner Name: STEFANO BORZONE
Business Location: 2550 EISENHOWER BLVD STE 310
FT LAUDERDALE
Business Phone:

Business Opened: 10/16/2006
State/County/Cert/Reg:
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
12

Tax Amount	Number of Machines:			Vending Type:			Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
120.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

METRO CRUISE SERVICES LLC
3806 WORSHAM AVE
LONG BEACH, CA 90808

Receipt # 1CP-18-00011115
Paid 07/17/2019 120.00
07/16/2019 Effective Date

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: METRO CRUISE SERVICES LLC

Receipt #: 329-33120
Business Type: ALL OTHERS (STEVEDORE)

Owner Name: STEFANO BORZONE
Business Location: 2550 EISENHOWER BLVD STE 310
FT LAUDERDALE
Business Phone:

Business Opened: 10/16/2006
State/County/Cert/Reg:
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
12

Signature	Number of Machines:			Vending Type:			Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
	0.00	0.00	0.00	0.00	0.00	0.00	120.00

Receipt # 1CP-18-00011115
Paid 07/17/2019 120.00
07/16/2019 Effective Date

NAUTILUS INTERNATIONAL HOLDING CORPORATION



Injury and Illness Prevention Program (IIPP)

A handwritten signature in black ink, appearing to be a stylized 'M' or similar initials, located to the right of the main title.

Nautilus International Holding Corporation, hereinafter referred to as "Nautilus" or "Metro," headquartered in Wilmington, California, holds various operating companies. Each of the following companies utilizes the DBA of Metro Ports: Metropolitan Stevedore Company, Southeast Crescent Shipping Company, Southeast Maritime Services LLC, and Suderman Contracting Stevedores, Inc. Additional operating companies of Nautilus include: Metro Cruise Services LLC, Metro Shore Services LLC, Atlantic Cruise Ship Terminals LLC, Metro Risk Management, and Pacific Warehouse Company.

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Statement of Safety Policy

It is the policy of Nautilus International Holding Corporation that all operations conducted by this Company shall be done in the safest manner possible. Safety is paramount in every aspect of our business, and at no time shall any operation be undertaken in an unsafe manner.

All regulations of the United States Department of Labor, Occupational Safety and Health Administration and other regulatory agencies shall be followed. Where these rules provide only a minimum safety standard, every effort shall be made to provide a greater safety factor.

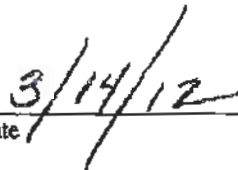
Our primary goal is to prevent injuries. All injuries are caused by accidents. In most instances, accidents are preventable. Each employee of the Company shall assume personal responsibility for assisting in the reduction of accidents and the continuing implementation of the Company Safety Program.

All supervisory personnel shall at all times keep the operation under their jurisdiction safe and abide by all requirements.

The officers and management of this Company are committed to the above safety policy and expect everyone in supervision to cooperate in maintaining a safe operation.

Supervisory personnel have the full backing of management in enforcing safety rules and regulations, and lack of enforcement of required rules will not be tolerated.


James R. Callahan
President & CEO


Date

Nautilus International Holding Corporation

Section 1. MANAGEMENT COMMITMENT AND RESPONSIBILITY FOR PLAN IMPLEMENTATION

As stated in the President's letter, it is the policy of Nautilus International Holding Corporation (hereinafter referred to as "Metro") and its subsidiary companies to provide a safe and healthful workplace for all employees and to comply with all applicable occupational health and safety laws and regulations.

In order to achieve this policy directive, Metro has produced this Injury and Illness Prevention Program "(IIPP)" that details both corporate and individual workplace safety and health responsibilities.

For any IIPP to be effective, responsibility and accountability for safe operations in a safe environment and implementation/enforcement of those policies and requirements formulated to achieve this end, have to be assigned to the people who have direct management oversight of the operations in a designated location. By assigning direct responsibility to the individuals who already have the authority to direct compliance with safety policies/regulations as well as for ensuring the safe operating environment of the location, Metro's safety culture is reinforced.

While this section of the IIPP is dedicated to assigning specific safety functions, all employees should remember that safety is the responsibility of each individual employee. Nothing in any portion of this IIPP should be construed as either permission or direction for any individual to avoid or omit the practice of safe work habits simply because he or she feels another individual has been "assigned" the responsibility of a given area.

Government regulations require each IIPP list the designated person who has the ultimate authority and responsibility for implementing the program to prevent injuries and illnesses companywide. The specific individual with overall authority and responsibility to implement Metro's IIPP is James Callahan, President, CEO, and Chairman of the Board of Nautilus International Holding Corporation.

Persons in the following specific positions have direct authority and responsibility for various aspects of the corporate safety program as outlined below:

Title: Director, Safety, Security and Environmental Compliance (SSEC)– **Metro:**
Authority/Responsibility: Authorized and responsible for development and management oversight of the company safety program in accordance with the stated corporate safety policy. Responsible for developing the Metro Injury and Illness Prevention Program (IIPP) and providing safety program technical support and advice (e.g., regulatory interpretation and analysis, injury trend analysis, safety requirement compliance recommendations, assisting with specialized training, arranging for Industrial Hygiene site assessments, etc). In addition, it is the duty of the Director of Safety and Security to conduct periodic site safety inspections to help ensure operating sites are in compliance with the IIPP, federal and state safety regulations, union safety contract provisions and the Metro safety policy.

Title: Chief Operating Officer:

Authority/Responsibility: Authorized and responsible for ensuring that all operations conducted at various locations are performed safely, in a safe work environment, in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP.

Title: President, Metro Ports:

Authority/Responsibility: Authorized and responsible for ensuring that cargo operations conducted at various locations are performed safely, in a safe work environment, in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP.

Title: President, Metro Cruise Services:

Authority/Responsibility: Authorized and responsible for ensuring that cruise services operations, including Metro Shore Services operations, are conducted at various locations under the auspices of the Cruise Division safely, in a safe work environment, in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP.

Title: Vice President, Cruise Operations – Metro Cruise Services:

Authority/Responsibility: Authorized by and accountable to the President, Metro Cruise Services for ensuring that cruise services operations are performed, at various locations under the auspices of the Cruise Division, safely, in a safe work environment, and in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP. The Vice President, Cruise Operations is also obligated to ensure that appropriate and/or required operational and safety training, safety meetings, site inspections, and recordkeeping are being conducted and maintained by terminal/site/operations managers subordinate to this position.

Title: Regional Vice President - Metro Ports - West Coast:

Authority/Responsibility: Authorized by and accountable to President, Metro Ports for ensuring that cargo operations conducted at various locations on the West Coast are performed safely, in a safe work environment, and in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP. The Regional Vice President is also responsible for ensuring that appropriate and/or required operational and safety training, safety meetings, site inspections, and recordkeeping are being conducted and maintained by terminal/site/operations managers subordinate to this position.

Title: Vice President – Metro Risk Management:

Authority/Responsibility: Authorized and responsible for ensuring that operations of Metro Risk Management are performed safely, in a safe work environment, in compliance with all federal, state, and local safety regulations, and in accordance with the provisions of the Metro IIPP

Title: Regional Director - Metro Ports - East Coast:

Authority/Responsibility: Authorized by and accountable to President, Metro Ports for ensuring that cargo operations conducted at various locations on the East Coast are performed safely, in a safe work environment, and in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP. The Regional Director is also responsible for ensuring that appropriate and/or required operational and safety training, safety meetings, site inspections, and recordkeeping are being conducted and maintained by terminal/site/operations managers subordinate to this position.

Title: Director – Metro Shore Services (Ground Services Division and Agency Division of Metro Cruise):

Authority/Responsibility: Authorized by and accountable to the President, Metro Cruise Services for ensuring that Ground Services and Agency operations are performed at various locations under the auspices of Metro Cruise Services, safely and in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with provisions of the Metro IIPP.

Title: Regional Manager, Cruise Operations – Metro Cruise Services – Southern California (Pacific Cruise Ship Terminal, L.A., San Diego Cruise Operations, Long Beach Cruise Operations):

Authority/Responsibility: Authorized by and accountable to President, Metro Cruise Services and primarily responsible for ensuring that Metro Cruise Services' operations in Los Angeles, CA, Long Beach, CA, and San Diego, CA are performed safely, in a safe work environment, and in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with provisions of the Metro IIPP. The Regional Manager is also responsible for ensuring that appropriate and/or required operational and safety training, safety meetings, site inspections, and recordkeeping are being conducted and maintained.

Title: Cruise Operations Manager, San Francisco - Metro Cruise Services:

Authority/Responsibility: Authorized by and accountable to President, Metro Cruise Services and primarily responsible for ensuring that Metro Cruise Services' operations in San Francisco are performed safely, in a safe work environment, and in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with provisions of the Metro IIPP. The Cruise Operations Manager is also responsible for ensuring that appropriate and/or required operational and safety training, safety meetings, site inspections, and recordkeeping are being conducted and maintained.

Title: Terminal Manager/Site Manager/General Manager – Metro Ports (various locations including Galveston, TX):

Authority/Responsibility: Authorized by and accountable to the President, Metro Ports and President, Metro Cruise Services (for the cruise operation in Galveston, TX) and responsible for ensuring that all operations and assigned personnel (including contractors) at a specific site are in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with provisions of the Metro IIPP. The

Terminal/Site Manager is empowered and entrusted to ensure that the worksite is a safe environment to work and that workers at all levels are appropriately trained, skilled, and performing assigned tasks safely. The terminal/site/general manager is also responsible for maintaining required documentation including OSHA 300 logs and the 300A Annual Summary, appropriate local training records, site safety inspection records, local safety meeting records, and worksite safety talks.

Title: Superintendent – Metro Ports (Cargo Division) or Metro Cruise Services and Suderman Stevedores:

Authority/Responsibility: Authorized and accountable to the assigned terminal/site/operations manager. Responsible for his/her own safety and that of the labor force under their supervision, as well as for performing a site hazard assessment in the area of operation before work begins, and for correcting any hazards identified. It is the duty of the Superintendent to ensure that the work shift safety talk is conducted and documented before work begins. He/she is also responsible for ensuring the wearing/use of appropriate and required safety gear and Personal Protective Equipment (PPE) and for compliance with federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with provisions of the Metro IIPP. Responsible for enforcement of all safety requirements on the job site, and during the operation from start until completion.

Title: Foreman/Boss/Leadman/Header – Anyone performing under this job title permanently or temporarily in any line of business (cargo or cruise):

Authority/Responsibility: Authorized by and accountable (to the site/job Superintendent for providing the shift safety talk to the labor force, identifying general and specific actual or potential operational hazards, proper evacuation procedures, proper use and donning of safety gear and Personal Protective Equipment (PPE), and for ensuring that the labor force performs their duties safely and in accordance with the directions of the Superintendent.

Title: Longshoremen, general (casual) laborers, and all other Metro employees – all Metro businesses, all locations:

Authority/Responsibility: Responsible, by contract or agreement, for performing work safely in accordance with directions provided by the assigned foreman/supervisor and training received, for wearing required PPE, for utilizing other safety equipment (e.g. seatbelts) as necessary or required and for reporting any real or perceived safety issues or concerns immediately to the assigned foreman/supervisor.

Section 2. COMMUNICATING WORKPLACE SAFETY WITH EMPLOYEES

Metro employees at all levels, and in all capacities, shall maintain open lines of communication with regard to safety issues.

On the West Coast, the maritime industry association (Pacific Maritime Association) that represents employers with the collective bargaining labor organization (International Longshore and Warehouseman's Union (ILWU)), provides general workplace safety training to all employees on initial hire and every three years thereafter. In addition, the "Safety Contract" (Pacific Coast Marine Safety Code - PCMSC) is provided to each employee when initially hired, as well as when the contract is renewed. This Code specifically details general safe working conditions, work practices and required personal protective equipment.

In addition, on the Pacific Coast, monthly joint meetings are held which include not only organized labor but also employer management to address known safety issues, discuss accident trend analysis, and recommended processes for improving safety. Also each month, safety meetings are held for company safety managers to discuss safety concerns of a general nature and to share lessons learned and successful methods to improve site safety.

Posters and handouts are routinely provided by the Pacific Maritime Association to employees to communicate safe work practices, safe work conditions, and the required use of personal protective equipment. Similar information is provided as attachments to the Weekly Injury Summary or directly through email attachments to site management.

For East Coast operations where no coast wide industry association exists, whether employing collective bargaining unit (ILA union) employees or permanent laborers, general safety training is provided on-site with a safety talk before a work shift begins and throughout the work day by foremen and superintendents directing operations. Some general safety training is provided by industry associations (e.g. steamship associations) in various port areas. Where this does not exist, site managers are required to address general safety with the workforce. The workforce is instructed regarding on-site hazards and to whom to report safety concerns. Specific hazards or safety procedures associated with a particular operation are addressed at the appropriate shift safety talk. In addition, safety signage is posted throughout facilities where operations take place. Shift safety talks will be documented and kept on file for no less than one year.

For West Gulf Coast operations, the West Gulf Maritime Association (WGMA) represents employers with the collective bargaining organization: the International Longshoremen's Association (ILA). Basic safety training, supervisory training, crane certification, as well as power industrialized trucks (PIT) and other general industry training is provided through the WGMA. General safety training is also provided during an on-site safety talk before a work shift begins and throughout the work day by foremen and superintendents directing operations.

Communication of site-specific safe working conditions, work practices, and required personal protective equipment (including provisions for voluntary use of dust mask respirators, where

appropriate) is communicated to workers by Foremen and Superintendents during the safety talk which is given on-site at the beginning of each work shift.

Employees are encouraged and required to report workplace hazards and incidents to supervision, both in provisions contained in the Pacific Coast Marine Safety Code, East Coast and Gulf ILA contracts, as well as through Company policy. Hazard awareness, site specific and general, is shared companywide through emails from the Safety Department on a frequent basis. Metro promotes the sharing of all safety related information at staff safety meetings and through shift safety talks with labor. Metro also conducts quarterly safety meetings, involving all operations, where additional information is shared by all managers.

An effective alternative method of communicating workplace safety and health policies to employees is through regular safety meetings. These are regularly held for both union and non-union employees. Pre-work gangway and other safety talks are held at the work site. At these meetings, known hazards are communicated to the employees that may be exposed in the area of work.

Hazards associated with specific cargoes (typically listed on the Material Safety Data Sheet - MSDS) and/or other materials used on a particular site or operation will be discussed with employees prior to commencement of work.

For non-collective bargaining unit employees ("permanent" and part-time, non-union employees), communication of safe working conditions work practices and required personal protective equipment is included in initial safety orientation and all subsequent training provided by supervisors during the shift operational briefing prior to beginning the day's operations. In addition, the Director of Safety and Security provides weekly reports that list all injuries reported throughout the Company's operating sites, as well as the root cause of the injury. Further, the weekly reports routinely provide information on injury prevention, safety topics of national interest, and appropriate safety training topics. The Safety Management System (SMS) is the overarching system in place to provide additional opportunities to communicate safe work practices; furthermore, it is designed to be fluid for both operations and administrative environments.

Each manager, supervisor, and superintendent shall maintain an open door policy for reporting and discussing any safety concern. Metro encourages all employees to take an active role in ensuring a safe workplace and may reward employees who identify significant hazards with a recommended solution under the "Bright Idea" award program. Under no circumstances will an employee identifying a safety concern be subject to reprisal.

Section 3. ASSURING EMPLOYEE COMPLIANCE WITH SAFE WORK PRACTICES

In addition to being a condition of employment and a key rating factor in performance evaluations, all employees have been advised that safe work conditions, safe work practices and required, personal protective equipment are mandatory for all operations, as prescribed in the Pacific Coast Marine Safety Code (PCMSC - labor safety contract). ILA agreements, as well as in

Cal-OSHA regulations and Fed-OSHA regulations. In addition, Metro's company policy requires any work assigned must be performed in a safe manner within a safe working environment. For example, PCMSC Rule 601 states "The safety duties of all parties to the Agreement, (both employers and employees) in addition to those printed elsewhere in this code shall be to use the safety devices provided; to practice the safety methods prescribed; and to cooperate in all that makes for safety." To ensure compliance with the safety contract, employees and employers are subject to the disciplinary procedures contained within the collective bargaining agreement. These procedures include filing a formal complaint and having it resolved at Labor Relations Committee hearings, requirements to attend various refresher or disciplinary training sessions and loss of work opportunity. Non-collective bargaining unit employees (non-union) are subject to the disciplinary measures contained within Metro's personnel procedures which are outlined in the Employee Handbook. Essentially, informal disciplinary actions exist and may be applied at the instant a safety infraction occurs, including verbal warnings, as well as more formal actions such as written admonishments and reprimands, suspensions without pay, or terminations.

East and Gulf Coast collective bargaining agreements also contain provisions for disciplining personnel. These include on the spot firing of personnel. An ILA complaint form can be completed, disallowing the individual from returning to the company for a matter of days/weeks. Discipline may also include less serious action should the supervisor feel warranted, such as on the spot corrective action, instructions or directions to employees, changes in job assignment or other actions designed to resolve safety deficiencies.

Employees may also be rewarded for safe practices on a case-by-case basis or through the use of Metro's "Bright Idea" employee incentive program. In addition, site managers routinely conduct inspections of the workplace to ensure operational safety. Finally, the corporate Safety Department staff performs routine site safety visits to observe on-site conditions and procedures from an objective perspective. Required corrective action is documented and tracked through to completion by on-site managers, their supervisors and the corporate Safety Department.

Section 4. HAZARD ASSESSMENT AND CONTROL

SAFETY INSPECTIONS

The identification of hazards is a critical element in any safety program. A site hazard assessment is to be conducted when operations are first established in a given location. This would include an assessment for each vessel prior to the commencement of operations. Should operations change significantly or involve new cargoes, a new procedure and a new hazard assessment will be conducted by site management, documented and kept on file locally.

Due to the constant changing conditions of the work environment, continual safety inspections are required to identify physical hazards that may developed during the course of each working shift. Cargo and chemical hazards are identified on the appropriate MSDS. Control of those hazards is addressed through operational safety procedures and assignment of personal protective equipment. These will also be communicated to personnel at the commencement of each shift.

The primary method of identifying hazards in the workplace is through the use of workplace inspections by management (general managers, terminal managers, operations managers, maintenance managers, and superintendents). These types of inspections are required to be performed throughout the facility and documented routinely (generally monthly). In addition, specific work location safety inspections will be performed and documented at the beginning of each shift so that hazards can be identified and corrected as soon as they are discovered. Finally, hazards may be identified by on-scene work personnel during operations. Such hazards will be investigated and, if valid, addressed immediately.

As part of the shift operational safety inspections, superintendents will use a safety inspection check-off list as a guide for the items to be inspected prior to starting work. Naturally, this list can and should be added as warranted, based on the inspection taking place.

Managers conducting safety inspections/surveys shall pay particular attention to new substances, procedures and equipment for the purpose of identifying and correcting new workplace hazards and for identifying personnel protective equipment (PPE) required. Particular attention will be paid to hazards associated with prolonged exposure to loud noise (in accordance with Metro's Hearing Conservation Program) and atmospheric hazards (in accordance with Metro's Respiratory Protection Program). Also, seasonal exposure to high ambient temperatures in the work environment (inside and outside) shall be addressed in accordance with Metro's Heat Illness Prevention Program. Close attention should also be paid to low ambient temperatures and the hazards they may create with respect to ice and snow. Workplace safety inspection forms are available on network files and shall be used to document the routine site inspections. Documentation of routine site inspections will be kept on file locally for no less than one year.

All identified hazards or deviations from the provisions of the regulations or Metro's safety rules must be corrected, or if not immediately correctable, made safe through appropriate "work-around procedures" prior to commencement of operations. When an imminent hazard exists, which cannot be immediately corrected, all exposed employees must be removed from the area except those necessary to correct the hazardous condition. Employees remaining to correct the hazards must be provided with all available safeguards to protect them from the hazard.

EMPLOYEE REPORTING OF HAZARDS

On all operations, Metro encourages employees to report hazards as they are identified. Legitimate safety hazards will be corrected as soon as possible after they are reported to supervision and before operations commence or continue. Hazards that cannot be immediately corrected will be addressed through modified operations avoiding exposure by the workforce to the identified hazard.

The successful operation of this IIPP depends on the mutual effort and cooperation of all employees. When unsafe or unhealthy conditions are identified, it is incumbent upon both management and their subordinate employees to ensure that both immediate and long-term corrective and/or protective actions are taken to ensure that all employees are protected from injury, illness or unnecessary exposures. When employees are working at locations that are not

directly under the control of Metro, management will ensure that the responsible parties at these locations mitigate hazards present. The following philosophy applies:

- No employee should undertake a job until he or she has received instructions on how to perform it properly and safely, and is authorized to perform the job;
- No employee should undertake a job if it appears to be unsafe;
- No employee should perform any work without using required personal protective equipment;
- Every employee is required to report to his or her manager or other designated individual any unsafe condition encountered during work;
- An employee must immediately report to his or her manager and the Insurance Department any work-related injury or illness, no matter how slight; and
- Employees must promptly report to management and the Insurance Department any accident or injury that happens to any member of the public on Metro's premises. Further, employees must report any injury to other contractor's employees which resulted from the actions/inactions of Metro's employees. When in doubt, always make the appropriate report.

Section 5. INJURY AND ILLNESS INVESTIGATION-REVIEW

RESPONSIBILITY

A primary tool used by Metro to identify the contributing factor(s) responsible for accidents, incidents, occupational illnesses, or unusual hazardous events is a thorough and properly completed accident investigation/review. The results of each investigation will be reduced to writing and submitted for review to the Director of SSEC. Supervisors shall fully investigate all accidents including, but not limited to, the identification of witnesses, the confirmation of the details of how and why the accident occurred, and the securing of appropriate photographs of the accident site.

INJURY AND ILLNESS REPORT FORMS

1. Types of Injuries and Illnesses

All occupational injuries and illnesses that have been reported to Metro must be reported on the appropriate Injury and Illness Report Form to the Insurance Department and SSEC Department. All reports and procedures are located in the Incident Injury Reporting System (IIRS). If the system goes down, all reporting is still required. Forms are located in Outlook in the public folders area (All Public Folders\Safety\Injury Forms) as well as on the company computer network "Q-drive" under "Operations Safety\Injury & Incident Reporting Forms". . The specific procedures for reporting injuries are contained in separate policy documents and are summarized in the enclosed Decision Flow Diagram. Sample Injury Report forms are enclosed with this Program document. . A properly completed LS202 form may be used in lieu of a Metro Injury

report form to avoid redundancy in those locations required by the insurance underwriter to prepare the LS202.

2. Employees Subject to Reporting

Injury and Illness Reports must be completed for any and all occupational injury to any person employed by Metro. All other persons must be referred to their own employers for injury reporting. However, any injury that occurs on Metro property to a person other than a Metro employee will be documented on an Incident Report form located on the IIRS and submitted to the corporate Risk Manager. Metro employees and supervisors must also notify the Insurance Department of any injuries to non-Metro employees.

3. Content of Form

Supervisors must personally ensure that all questions on the report forms are answered fully and correctly, and that a description of the manner in which the incident/injury occurred is given. This description is of the utmost importance. Provide only the known facts; do not try to guess or speculate.

4. Employee Signature

The supervisor, not the employee, must complete the form and ensure that the employee signs the form. Should the employee refuse or be unable to sign the Injury Report form, the supervisor must make a note to that effect on the form where the employees would have signed.

INVESTIGATION-REVIEW OF CAUSES OF INJURIES AND ILLNESSES AND THEIR CORRECTION

In general, an injury or incident investigation will answer the following questions:

- 1. What happened?** The incident or injury report should begin by describing the circumstances surrounding the incident, the injuries or illnesses sustained, if any, the eyewitnesses, the date, time and location of the incident and the date and time of the report. Remember: who, what, when, where and how are the questions that the report must answer.
- 2. Why did the incident or injury occur?** The ultimate causes or contributing factors of the incident may not be known for several days after all the data is analyzed. However, if one or more obvious causes suggest themselves, these will be noted at the time of the investigation.
- 3. What should be done?** Once an investigation determines the cause(s) of an incident or injury, it should also suggest a method for avoiding future incidents or injuries. The ultimate responsibility for determining root cause and corrective measures rests with senior site management. The (SSEC) is available to provide assistance and guidance on incident investigation-review as provided in the IIRS. Additional information can be

found in the Operations Safety folder on the corporate shared network (Q-drive). Once a corrective solution has been identified, it is everyone's responsibility to implement it.

One of the best methods to establish a safer workplace is to study past accidents and worker compensation claims. By examining past incidents involving injuries, Metro intends to avoid similar problems in the future. Based upon the study of past incidents and related recommendations, there may be a discussion of the contributing factor(s) of the incident as well as methods to avoid the type of incidents and injury situations in the future. The results of this study are typically summarized in Weekly Injury Summary reports when appropriate. Work rules will be reviewed periodically and modified based upon the study of these incidents. The Director of SSEC will also review the results of any current incident or incident investigation-review and make recommendations, as necessary, to amend the IIPP or workplace procedures, or to undertake facility/process modifications as necessary and appropriate in consultation with site operations managers.

INJURY/INCIDENT REPORT REVIEW

Accidents, their causes, and corrections shall be reviewed in accordance with established policies and procedures, reported and discussed by the Terminal or Site Manager, the appropriate department head and the applicable supervisors in safety meetings. The corporate Director of SSEC shall be provided with a completed and signed Incident Review form for every injury reported that involves medical treatment and/or Lost Time. Reports of injuries that are classified as "Notice Only" do not require a completed Incident Review form unless required by senior management, the Director of SSEC or a company executive. The Director of SSEC will also review every Injury Report and Incident Review form to detect potential incident patterns and report same to appropriate staff for prevention consideration.

Section 6. PROCEDURES FOR CORRECTING HAZARDS

As discussed in Section 4 of this IIPP, workplace safety hazards may be identified through various methods including site assessments, routine inspections, pre-work inspections, and/or through notification by employees. Identified hazards will be corrected as soon as possible. If not corrected immediately, work procedures will be modified to avoid exposure of workers to the hazard.

Unless a hazard is immediately corrected, Metro operating site managers will track identified hazards to ensure correction at the earliest opportunity. The method used to track hazard correction is the Action Item Tracking List located on the Metro computer network Q-drive under Operations Safety. Safety hazards that have not been immediately corrected will be listed in the appropriate site-specific folder with a planned correction date. Senior site management (e.g.; Terminal Manager, General Manager, Operations Manager) is responsible for reviewing the Action Item Tracking List routinely to ensure items listed are addressed expeditiously. Once the item is corrected, a Corrective Action Report is to be submitted to the Director of SSEC.. This report shall identify the hazard, and corrective action taken. Often times these actions can be utilized in other locations. The Safety Department will also review the site-specific lists

periodically and provide technical assistance or advice in correcting identified safety issues as necessary.

Section 7. TRAINING

EMPLOYEE TRAINING

1. Training for Employees

General, Terminal, and/or Site Managers shall ensure that employees (permanent or casual) under their direction have been initially trained in all required areas of general workplace safety (PPE requirements, site specific hazards, safe procedures, IIPP, etc.) and in operational safety for specific chemical hazards (Hazard Communications) associated with cargo handling and hazardous materials on site. The generalized initial training may be conducted through a business association (e.g., PMA, WGMA, local labor association, etc.), by contracted third party, or by company personnel. Refresher training may be provided on-site through shift safety talks, safety meetings or other gatherings, as necessary. Specific training required for site particular operations and cargo handling will be provided prior to commencement of operations through safety talks on the dock or vessel.

Managers shall document the initial training of all employees (or have access to those training documents held by industry associations providing training) and maintain those records on file for the length of the individual's employment. Refresher training, shift safety training or other localized safety training will be maintained on file (ship file, safety file, etc.) for no less than one year from date of occurrence.

2. Training for Supervisors

General, Terminal, and/or Site Managers shall ensure that supervisors (superintendents, etc.) are trained on the content and use of this IIPP and shall provide specific safety training programs to supervisory personnel as necessary. All supervisors shall be trained in the safety and health hazards to which employees under their direction may be exposed. The Safety Department will assist with supervisory training as requested.

3. Schedule for Training

Ensure that employees are provided appropriate safety training according to the following schedule. Note: specialized training such as Power Industrialized Truck (PIT) may follow a different schedule.

- When this IIPP is first established or is significantly modified.
- Whenever a new employee is hired. Note: Union labor assigned out of a union hall to a job site is not necessarily a "new" employee. If "new" to the operating

site, site specific safety training is required in accordance with paragraph 1, above.

- Whenever an employee is assigned to a new job assignment on which he has not been previously trained.
- Whenever new substances, procedures or equipment are introduced into the workplace that could create a new hazard.
- Whenever Metro receives notification of a new or previously unrecognized hazard.

METHODS OF TRAINING

The ability to conduct comprehensive, formal and specific training sessions with all employees is often limited due to the temporary and migratory nature of the work. To compensate for the inability to provide formal training classes, Metro shall make use of fliers, safety bulletins, posters and other written communication for safety. In addition, Metro shall make use of its shared computer network for the posting of safety information.

When employees are working at locations other than a Metro-operated terminal, on-site superintendents shall meet with the management representative of the site where the employees are working to develop the safety information for the particular site. The operations superintendent can utilize materials already prepared by the site for training purposes. A record of the training (shift safety talk, SOTO form used in Wilmington, NC, etc.), payroll or attendance, and materials discussed will be maintained for no less than one year on site, in the vessel file or other suitable location.

Whatever training method or combinations of methods are used in accordance with Sections 2 and 4 of this IIPP, the site operations manager is responsible for ensuring that the workforce understands the work assigned and has the appropriate training to do it, knows the potential/actual hazards of the operation and how to avoid them, and knows how to work safely.

Section 8. RECORDKEEPING AND DOCUMENTATION

RESPONSIBILITIES FOR SAFETY PROGRAM RECORDKEEPING

Records of site safety inspections, hazard assessments (for new operations), Material Safety Data Sheets (MSDS), training records, Injury and Illness Logs (OSHA logs), shift safety talks, safety meetings, disciplinary action, and industrial hygiene (I.H.) surveys (as appropriate), that are site specific will be maintained in files at Metro-operated facilities for those operations performed at the particular facility and for operations performed at temporary operating locations in the area where Metro staff are not permanently assigned. All such records will be maintained for a minimum of one year EXCEPT:

OSHA Logs – maintain for five years plus current year

MSDS – maintain for 30 years (contact Safety Department for guidance)

PIT Certification – minimum three years or duration of employment

Hazard assessment – indefinitely (unless changed due to new/changed operation)

Industrial hygiene (I.H.) surveys – indefinitely (I.H. surveys of operations no longer performed should be forwarded to the SSEC Department for archiving)

Records of new employee orientation for those personnel assigned to the corporate office will be maintained by the Human Resources Department.

Records of general safety training, or job specific training, provided for collective bargaining unit (union) personnel through industry associations (e.g., PMA, WGMA) will be maintained by those associations and retrievable upon request.

MONITORING WORKPLACE INJURIES AND ILLNESS

Both State and Federal law require industrial injuries requiring more than just first aid to be reported.

Metro maintains the information regarding injuries reported on the OSHA 300 form, as well as any supplemental information which may be developed. Operating site managers will submit required injury report information in accordance with Section 5 above. The SSEC Department will compile and analyze injury report data companywide and provide routine summaries of activity to operating personnel for consideration in incident/injury prevention measures.

Incident and Injury Reporting

Responsibility

Superintendents must fully investigate all incidents occurring to operations under their supervision immediately upon learning of the incident. Further, the *Insurance Dept* (310-877-2164) must be called on EVERY injury report. The Director of SSEC must be called directly for every serious (requiring EMS attention) injury (310-606-0054). The Risk Manager must be called when an incident involves any property damage or an injury to a "third party" (e.g., cruise passenger) at (310-387-7572).

Note: Reporting is required to be done in the IIRS. Should the IIRS be down, electronic versions of the applicable forms can be found at "Q:\Operations Safety\Injury & Incident Reporting Forms" or in "Outlook\Public Folders\Safety\Injury Forms".

Completing Reports (all done in the IIRS)

Injury/Illness Report Form - Reports must be completed for ALL occupational injuries to all employees on the company's payroll.

- Superintendents/supervisors must personally ensure all questions on the report are answered fully/correctly.
- The superintendent/supervisor, not the employee, must complete the form.
- Injury Reports should be sent to the *Insurance Dept* as soon as possible, but not later than 24 hours following event.
- Examination/Treatment Authorization Form
 - Complete authorization form when the injured or ill employee requests such an authorization. No other form can be used for that purpose.
 - Do not issue authorization forms for alleged injuries that were not reported immediately (within the same shift). In such cases call *Insurance Dept* immediately at 310-877-2164.
- Notice Only Report Form
 - When an injury/illness is reported but is not serious in nature and the injured person declines or refuses medical treatment, the superintendent/supervisor must complete a Notice Only Report Form.
- Head, Neck, Spine Policy --whenever an injury is reported involving blunt force trauma to the head, neck or spine, the employee must be sent to the doctor immediately and cleared to work by the physician in writing.

Incident Report Form - Incident reports must be completed for all incidents of property damage including damage to cargo, the vessel, vessel equipment, company equipment and buildings, rented or leased equipment, as well as an injury to a "third party", etc.

- Completed form must be sent to the Risk Management Department, as soon as possible, but not later than 24 hours after the damage is reported.

Accident/Incident Review Form - After above forms are completed and injured parties have been given appropriate medical care and the scene has been secured as needed, an Accident/Incident Review Form must be completed.

- The purpose of the review is to establish and document the root cause of the event and identify any appropriate actions to prevent a recurrence. The incident review must be completed by the superintendent/supervisor. Incident Review forms are not required for Notice Only injury reports unless specifically requested by the Director of SSEC, Site Manager or senior executive.
- Completed Injury Review forms shall be sent to the SSEC Department (not the Insurance dept) via IIRS or faxed to 310-816-6611 if the IIRS is not operating.

Late Reporting of Injury - If an injury is reported late by an injured party (after the shift in which it occurred), do not complete any forms without contacting the Insurance Department first at 310.877.2164

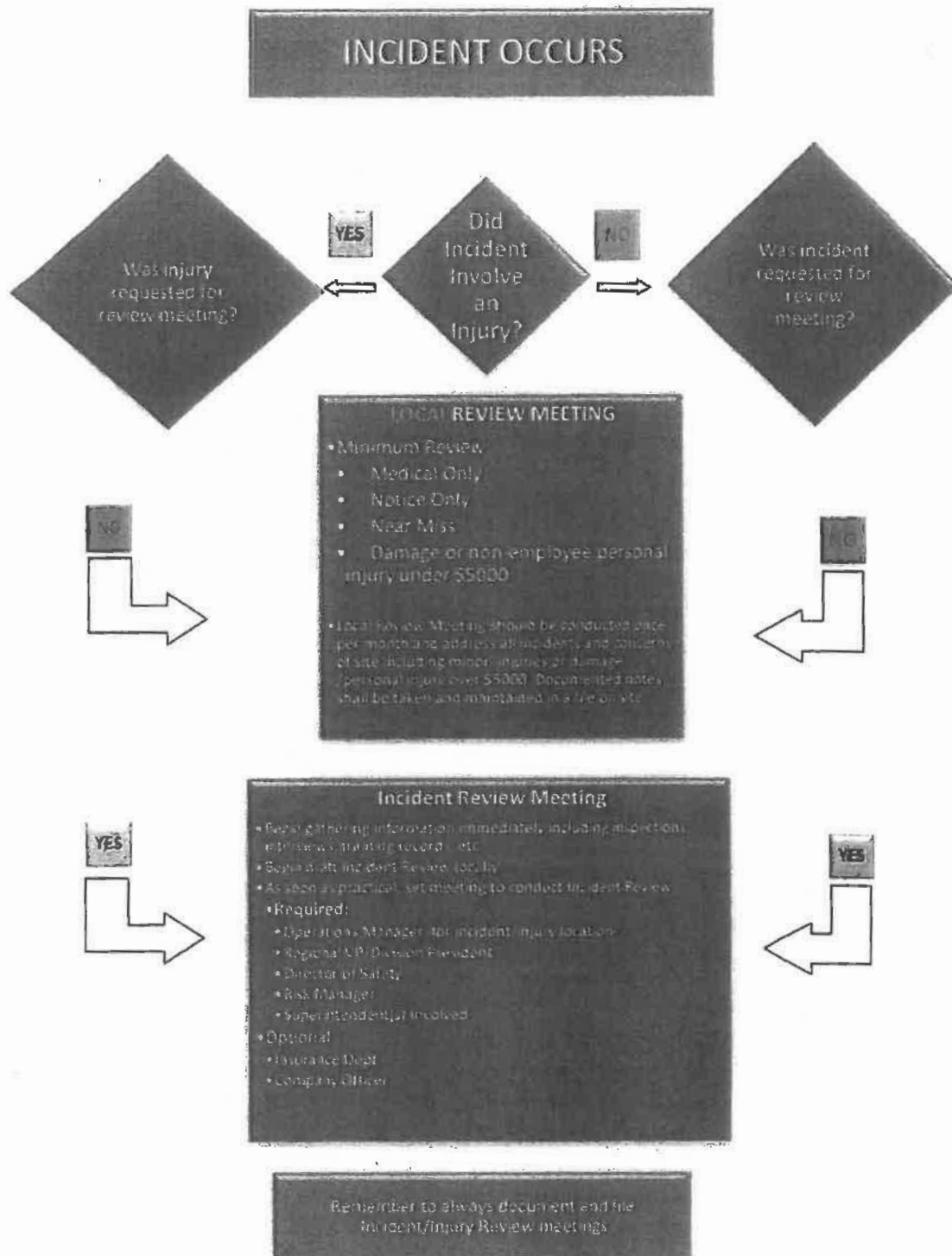
Photographs - Photographs must be taken of each incident requiring a report.

- Photos may be taken by a digital camera or cell phone camera.
- All photos must be forwarded to the Insurance Department ASAP.

Incident Review at Monthly Safety Committee Meeting - All injuries and serious damages should be discussed at the site-specific monthly safety meeting. This will ensure that the information learned through the review process will be shared amongst all operations personnel to avoid repeating similar incidents in the future.

OSHA and CalOSHA Requirements on Serious Injuries

When a serious injury occurs (i.e. inpatient hospitalization for treatment for more than 24 hours, loss of body part or dismemberment, serious disfigurement, or death) it may be necessary to notify OSHA or Cal-OSHA within eight hours. Therefore on serious injuries, please be especially vigilant in contacting Insurance and Safety to ensure the proper notifications will be made within the correct time.



POST-INCIDENT REVIEW AND/OR MEETING

After every employee injury report and every property damage incident report exceeding \$5,000, the operations management of the terminal where the incident occurred will ensure that an Incident Review Report form is completed as soon as practical but no longer than 24 hours after the incident. In the case of an injury report, the Incident Review form will be submitted to the SSSEC Director and SSEC Manager. The Incident Review form is not to be submitted to the Insurance Department.

Notice Only injury reports do not require completion of an Incident Review Form unless requested by the Director of SSEC, the Site Manager, or a senior executive. In addition, after a **SERIOUS INCIDENT** (see definition below), a Post-Incident Review Meeting may be required to discuss the event in further detail as determined by any of the following:

- the site Operations Management where the incident occurred
- Director of SSEC
- Risk Manager
- any senior company executive

If a meeting is required by any of the above, that individual will be responsible for setting up the meeting as soon as possible after the incident and will initiate the call. Please make note of the following:

- Note 1: The meeting should be conducted as soon as possible after the incident while memories are fresh but only after sufficient information is available to make the meeting productive (e.g. incident photos, witness statements, damage reports, etc.).
- Note 2: Preparation for the meeting should include advance distribution of relevant information (e.g. photos, statements, diagrams, etc.) associated with the incident to provide a common understanding of the events and location involved.
- Note 3: The person initiating the meeting should state in advance what their concerns are and intended outcome.

Definition of **SERIOUS INCIDENT**:

- Any employee personal injury requiring ambulance transport and inpatient hospitalization.
- Property damage of \$5000 or more.
- Any other incident that the Director of SSEC, Risk Manager, Terminal Management, or Senior Management deem as serious enough to require a meeting. When determined by any of the above, that person(s) shall notify the others of its determination and schedule the meeting accordingly.

The following attendees must attend the meeting (or on conference call):

Required attendees

- Operations Manager of the terminal where the incident occurred

- Superintendent(s) on duty at the time of incident. Accommodations can be made for the night shift Superintendents.
- Director of SSEC
- Risk Manager
- Regional Assistant VP/Director
- Regional VP/President

Optional attendees:

- Company officer (s)
- Insurance Assistant VP or designee

Page 8, Section P.2

Drug and Alcohol Substance and Abuse Policy

To help ensure a safe, healthy and productive work environment for our employees and others, to protect company property and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on company premises, while on company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. Employees may not operate heavy machinery while taking authorized prescribed drugs that have the potential to interfere with the safe operation of such equipment. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

If you are arrested for a drug-related offense and are pending trial, you will be suspended without pay from the Company's employment until the conclusion of the trial by dismissal of all charges, guilty plea or verdict. If you are convicted of a drug-related offense, whether through a plea or verdict, your employment will be terminated. For purposes of this policy, a plea of —no contest|| is equivalent to a guilty plea. Violation of this policy will result in immediate termination.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any company employee, including themselves.

Drug Testing

Where permitted by law and union contract, the Company may implement a random drug screening program. Otherwise, all employees of the Company are subject to —reasonable suspicion|| drug and alcohol testing. —Reasonable suspicion|| testing means that any employee may be tested for alcohol and/or drugs in any of the following situations:

- When the employee's work performance lapses and it appears the lapse results from drug and/or alcohol use;
- When the employee appears to be under the influence of drugs and/or alcohol, such as when there is the smell of alcohol on the employee's breath, or when the employee exhibits symptoms generally associated with the use of drugs and/or alcohol;
- When the employee has been observed using a prohibited substance during his or her working hours, including rest and meal breaks;
- When the employee is involved in a serious accident during his or her working hours, or in any accident during those hours where there is a reasonable suspicion that the employee was under the influence of drugs and/or alcohol.

All applicable laws and union contracts pertaining to an employee's right to privacy shall be observed at all times by both the Company and any contracted vendor the Company may use for drug testing.



Search County Government

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ENVIROS

Enforcement Action Advanced Search

Search Reset

No information was found matching your selection criteria. Please try again.

Enforcement Action Number:

House Number: To:

Street:

Direction Street Name Street Type Suite

City: Zip:

Section: Township: Range:

Respondent: **Metro Cruise Services LLC**

[Help on this page](#)
Screen ID: 23473



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Florida Department of Environmental Protection

Hazardous Waste Facilities Search Results

Selection Criteria for This Handler Search:

EPAID: % ; **Name:** METRO CRUISE SERVICES LLC% ; **Address:** % ; **City:** % ; **County:** %

For Facility Data Links:

Activities -- provides a list of RCRA compliance activities and violations.

Mapping in GIS -- this opens a **[NEW IMPROVED]** GIS mapping tool focused on the facility.

Documents -- this provides a list of electronic documents available online.

Error Reporting -- send us feedback to address data errors.

County Verification -- County or RPC verification of Facility and Waste for this site.

For a Generator Status History:

click on the **Status**. - **NOT** indicates a facility is a Non-Notifier and may not have been issued the associated EPAID - **Check with DEP before using that EPAID!**

[Legend of Status Types](#)

EPA ID	Name	County	Address	Contact	Status	As of	Data Links
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Search has retrieved 0 Facilities

Legend of Status Types:

- LQG - Large Quantity Generator
- SQG - Small Quantity Generator
- CES - Conditionally Exempt Small Quantity Generator
- UOT - Used Oil Transporter
- TRA - Hazardous Waste Transporter
- TSD - Treatment/Storage/Disposal Facility
- CLO - Closed
- NHR - Non-Handler of Hazardous Waste



Occupational Safety and Health Administration

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Establishment Search

Reflects inspection data through 03/03/2020

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your search did not return any results.

Establishment

(This box can also be used to search for a State Activity Number for the following states: NC, SC, KY, IN, OR and WA)

State

OSHA Office

Site Zip Code

Case Status All Closed Open

Violation Status All With Violations Without Violations

Inspection Date

Start Date

End Date

Can't find it?

- [Wildcard use %](#)
- [Basic Establishment Search Instructions](#)
- [Advanced Search Syntax](#)

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet to members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
☎ 800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

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Disclaimers
Important Website Notices
Plug-Ins Used by DOL
Accessibility Statement

From: [Osorno-Belleme, Angela](#)
To: [HQS-SMB-FOIA](#)
Subject: Freedom of Information Act
Date: Monday, February 3, 2020 3:40:17 PM
Attachments: [image001.png](#)

Please accept this email as a Freedom of Information Act request for information on any environmental infractions, fines, penalties, and resolutions associated with the following companies:

Eller-I.T.O. Stevedoring Company L.L.C.
1007 N. America Way, Suite 501
Miami, FL 33132

Dothan Security, Inc. d/b/a DSI Security Services
600 W. Adams Street
Dothan, AL 36303

Port Everglades Terminal, LLC
2541 SW 27th Avenue
Miami, FL 33133

Host Terminals, Inc.
500 Plume Street, Suite 600
Norfolk, VA 23510

Starfleet, Inc.
1281 South Main Street
Belle Glade, FL 33430

Metro Cruise Services, LLC
2550 Eisenhower Blvd, Suite 310
Fort Lauderdale, FL 33316

The period of this request is January 1, 2015 through February 3, 2020.

Your response may include redactions (removal) of Personal Information(5 U.S.C. 552(b)(6) and (b)(7)(c) information.

Thank you.



Angela Osorno Belleme, PMP

Franchise & Business Permit Manager

Broward County Port Everglades Department

1850 Eller Drive, Suite 603

Fort Lauderdale, FL 33316

Ph (954) 468-0112 Fx (954) 468-525-1910

aosornobellme@broward.org

www.broward.org

Our Commitment to the Environment

Metro Cruise Services LLC (Metro) is deeply committed to the preservation of the environment and the protection of marine life. Our natural ties with the sea alongside the cruise industry and the port community guided the establishment of environmental programs promoting cleaner air and a pristine marine environment.

Metro Cruise is committed to the utilization of zero emission electric and low emission propane stevedore equipment when working cruise vessels in Port Everglades.

Whenever diesel engine powered equipment must be utilized, Tier III low emission engines will be used.

Spill prevention and containment gear is deployed prior to every operation Metro is involved with, and training on its use is provided to all supervisory personnel.

PROMOTE AND DEVELOP GROWTH STATEMENT

For many decades Metro has provided quality value added services to the cruise world. As we look ahead with an expanded horizons and a new level of services to truly capture the needs of the cruise industry in its ever-evolving state and continuous improvement quest. The mission of Metro was to reach unprecedented levels of customer satisfaction ratings for cruise guests through a synergistic, simple logistical approach to port and shore operations, going beyond the boundaries of stevedoring and establishing a new total package of services. This total package would address all logistical needs of a cruise ship from the moment its guests arrived at the airport to the moment they debarked the vessel on their way back home.

The Metro team works closely with industry veterans on establishing the foundation of the total package of services it promised to deliver. From the start, we realized that with the industry expanded geographical reach, the size of new vessels and the restricted turn-around times, the goal of delivering high guest satisfaction would be much harder to achieve. The cruise companies also shifted from a traditionally strict shipboard focus to a total guest experience beginning with the transfer from the airport to the ship and ending with transit through the terminal upon departure home. As the total guest experience is the determining factor on the guest decision to cruise again, cruise lines developed sophisticated methods of tracking and analyzing their customer satisfaction ratings. From this approach it became clear that there was more than the ships themselves in the big picture of customer satisfaction, and ultimately, loyalty to the brand. While the shipboard cruise experience with its romantic travel appeal, culinary and entertainment attractions and convenient packaging continued to be critical, the transfer method from airport to terminal and the check-in process that followed left an indelible impression on the customer. This impression had the potential to either damage the cruise experience or establish a great start for it.

Metro has had tremendous success with this unique to the industry methodology of service. Major cruise lines like Carnival, Princess Cruises, Cunard, Crystal Cruises, Disney Cruise Line, and NCL, have chosen our total package solution in West Coast ports and have received some of the highest customer satisfaction ratings ever recorded anywhere. Our entry into Port Everglades has been providing ground handling and port agency services to Holland America Group starting in 2017.

It is our business plan to introduce our vision to Port Everglades and attract additional cruise customers to the port because of the success our partnership with them had elsewhere. The innovation we have introduced in traditional services as stevedoring will enhance Port Everglades' reputation as a cutting edge, forward thinking cruise port. Our total package of services will also bring unprecedented levels of customer service to the cruise industry while offering unparalleled value through the synergies that are achieved in our business modules.

As one of the most established bulk and break bulk stevedores in the United States, Metro is also committed to growing general cargo in Port Everglades through synergies with its extensive customer portfolio. Metro's exceptional reputation for service in the general cargo world will allow many potential new customers to consider Port Everglades as a port capable of offering top quality production rates at great value.

We are confident that Metro's attention to details and competency in all areas of cruise, logistics and general cargo will be a great asset for Broward County and Port Everglades.