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**PORT OF BROWNSVILLE**  
**Tariff 6 – FMC-T6**

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**SECTION FOUR – LICENSES AND PERMITS**

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**ITEM 400 – LICENSES AND PERMITS ARE NOT PERSONAL PROPERTY**

A person does not have any vested rights in any license, registration, authorization, permit, application or process provided or offered under this Tariff.

**ITEM 401 – HARBOR TUG OPERATORS LICENSE**

**1. LICENSE REQUIRED**

No person, firm, corporation or other business entity shall operate as or carry on the business of a Harbor Tug Operator at the public facilities of the District unless and until there shall first have been obtained from the District a license authorizing such activity. As used in this item, "Harbor Tug Operator" includes persons, firms, corporations, or other business entities and their subsidiaries, offering harbor tug services in the Ship Channel of the Port of Brownsville. As used in this item, "Harbor Tug Operator", shall not include tug services solely at a leased facility of the District; nor shall it include activity taking place within the confines of the Fishing Harbor. Lessees of the District will not be required to utilize the services of a licensed Harbor Tug Operator at a leased facility of the District.

**2. APPLICATION FOR LICENSE**

Application for license with accompanying attachments and the required fee shall be submitted to the Director of Finance and Administration. Applications shall address the issues listed in this Item. Copies of this form are available from the Director of Finance and Administration, upon request, and may be obtained from the Internet at:

[http://www.portofbrownsville.com/images/stories/harbor\\_tug\\_application.pdf](http://www.portofbrownsville.com/images/stories/harbor_tug_application.pdf)

Licensing fees are specified in Paragraph 7 of this Item.

**3. CONSIDERATION OF APPLICATION**

- A. All new licenses shall be approved by the Port Director and CEO of the District and shall be granted by the Board of Commissioners of the Brownsville Navigation District, upon the vote of a majority of the present and voting Commissioners, at a duly posted meeting.
- B. A new license shall be granted to any applicant who fulfills the following requirements:
  - 1. Satisfactory credit history and adequate capital structure so as to sustain the applicant's operations within the Port of Brownsville;
  - 2. Not less than 15 years collective experience within the harbor tug industry of applicant's officers and managers;

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**ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)**

3. Prior certification by and good standing with the American Society for Quality Control under ISO 9001:2000 and/or ANSI/ASQ Q9001-2000 standards promulgated by the International Organization Standardization and/or the American National Standards Institute;
  4. Prior certification by and good standing with the International Safety Management System (ISM);
  5. Prior approval by the U. S. Coast Guard of a plan addressing the provisions of the Maritime Transportation Security Act;
  6. At least one of the tugs to be permanently assigned to the Port of Brownsville provides marine fire fighting capabilities;
  7. Submission of an agreement in writing to remain in good standing with the Brownsville Navigation District by complying with the rules and regulations of the District and the provisions of the District's tariff and any subsequent revisions or reissues thereof; by meeting the appropriate insurance requirements of the District, by maintaining credit worthiness with the District, by maintaining adequate equipment and by maintaining a lease site adequate for their needs;
  8. Submission of all documentation required to be attached to the Application for Harbor Tug Operator's License to demonstrate compliance with the requirements of this Item; and
  9. Submission of the lessee's tariff of charges for harbor tug services. Revisions to the tariff must be filed with the Board 30 days prior to the effective date of any rate change.
- C. Applications for renewal licenses shall be given to all licensees and renewal shall be automatic absent a finding by the Board that the applicant:
1. Has been found by the appropriate authorities to have violated federal, state, or local laws or regulations of a felony grade concerning employees' rights, health and safety in its operations at the Port of Brownsville;
  2. Has failed to maintain adequate insurance, as required by this Item, Paragraph 9;
  3. Has failed to maintain the certifications required in Paragraph 3(B) of this Item;

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**ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)**

4. Has failed to maintain the Captain's Licenses of the captains providing Harbor Tug Services in the Port of Brownsville in a current status, as required by this Item, Paragraph 10;
  5. Has failed to maintain an adequate credit history with the District (the existence of uncontested delinquent accounts with the District may be deemed to represent an inadequate credit history);
  6. Has allowed the license to become inactive, is no longer in business or has been inactive for a period of six months, unless good cause is shown for inactivity; or
  7. Has failed to maintain compliance with the requirements of this Item, this Tariff and/or the District.
- D. All licensed Harbor Tug Operators will be required to maintain a lease site within the Port of Brownsville which is adequate, at a minimum, to handle their need for storage and maintenance of their equipment. This lease site must be maintained during the period that the license is active. There must be local staff which shall be available during business hours.
- E. Each licensed Harbor Tug Operator will be required to maintain sufficient equipment to provide adequate service as defined by the Brownsville Navigation District in conjunction with the Brazos Santiago Pilots Association. These requirements are contained in the Navigational Guidelines issued by the Brazos Santiago Pilots Association. The adequate service requirement may not be met by combining the equipment maintained by separate licensees. In the event that it is necessary to charter outside tugs to provide adequate power to handle vessels arriving at the Port of Brownsville, the Harbor Tug Operator will be responsible for all costs of this charter. The occurrence of two such charters, other than for the handling of scrap vessels or vessels arriving for repairs at a shipyard, within a six-month period will be an indication that the equipment provided by the Harbor Tug Operator is not sufficient to provide adequate service. The use of tugs under long-term charter to the licensee or the use of tugs that are under the control of the licensee is not considered a charter for the purposes of this Item.

**4. ISSUANCE OF LICENSE AND RENEWAL**

- A. Issuance of a license shall be evidenced by the dated signature on the application form of a member of the District's Board of Commissioners.

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**ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)**

- B. All licenses will be issued for a period of three (3) years, and each renewal will be for a period of three (3) years from the expiration date of the previous license. Original applications and renewal applications will be processed as stipulated in this Item. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U.S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee is received by the District not later than the date of expiration of the license.
- C. The application, if approved by the Port Director and CEO of the District, will be presented to the Board of Commissioners for their consideration and action at the next regularly scheduled meeting following the receipt of the application with the appropriate fee and all required attachments, and these documents have been reviewed by the administrative staff. An existing license will be considered to have been temporarily renewed until such time as the Board has taken action on it. Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation or other business entity desires to continue providing harbor tug services at the Port of Brownsville.

**5. LAPSE PROVISION**

In the event that a Harbor Tug Operator's License is allowed to lapse at the expiration date, upon written request from that Harbor Tug Operator, they will be given an additional 30 days within which to submit their application for a renewal of their Harbor Tug Operator's License. Upon receipt of this written request for an extension of time in which to file the renewal application, the Harbor Tug Operator's License will continue to be in effect for the additional 30-day period. This extension is automatic upon the receipt of the written request by the Director of Finance and Administration. The renewal date is not affected by this provision.

**6. ANNUAL AUDIT, SUSPENSION AND/OR REVOCATION OF LICENSE**

- A. The administrative staff of the Brownsville Navigation District shall, at least once annually, audit each holder of a Harbor Tug Operator's License to insure continued compliance with the provisions of this Item. This audit shall be scheduled to coincide with the anniversary date of the license.
- B. Any licensee who is determined to be in default in the manner listed in Paragraph 3(C)(1), 3(C)(2) or 3(C)(3) hereof shall have their license immediately suspended by the administrative staff. They shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in the revocation of the license held by that Harbor Tug Operator. Any such revocation under this item shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

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**ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)**

- C. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended, on a showing that the licensee has undisputed accounts with the District that are more than 60 days' delinquent. Any such suspension shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee. The suspension shall not be lifted until the account in question is brought current; specifically with no undisputed invoice aged more than 30 days past due. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by that Harbor Tug Operator. Any such revocation under this item shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- D. Any licensee who is determined to not be in compliance with Paragraphs 3(C)(4), 3(C)(5), or 3(D) hereof shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that Harbor Tug Operator. Any such revocation under this item shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- E. Any licensee who is determined to not be in compliance with Paragraph 3(E) hereof shall be given notice in writing of such default and shall have 90 days thereafter to develop a plan to cure this default. After the 90-day period has expired, the Board of Commissioners will consider the adequacy of the plan to cure the default at a posted meeting. If the plan is determined to be unsatisfactory, or if no plan has been submitted, the Board will take action to revoke the license.
- F. In the event a license holder is found to be in default three years in succession, that license shall be revoked on the determination of the default in the third year. A licensee whose license has been revoked hereunder shall not be allowed to reapply for a period of 90 days from such revocation, at which time a new application must be submitted. Any such revocation under this item shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- G. No harbor tug operations may be undertaken by a licensee while their license is expired, is suspended, or has been revoked, or while action is pending on a new original application.

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**ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)**

**7. LICENSE FEES**

All Harbor Tug Operators desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

ORIGINAL APPLICATION	\$ 2,000.00
RENEWAL	\$ 2,000.00

Please refer to the notes which follow:

**Note 1.** Application fees are non-refundable, and will not be prorated for fractional parts of a year.

**Note 2.** Harbor Tug Operators who are actively doing business at the Port of Brownsville at the time that this item becomes effective, who have been operating under a previously existing license, will be required to submit a Renewal Application. These Harbor Tug Operators will be considered to be grandfathered in regard to this Item, and will be allowed to continue to operate at the Port of Brownsville while their application is under review.

**8. LICENSES ARE NON-TRANSFERABLE**

A license may not be transferred, assigned, or otherwise used by other than the licensee designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a new license upon submission of an *Application for Harbor Tug Operator's License*, with the application fee and the required attachments, to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. A license issued under this Paragraph is subject to all provisions of this Item. Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.

**9. HARBOR TUG OPERATOR INSURANCE**

- A. As a condition to obtaining a license and subsequent renewals thereof, each person, firm, corporation or other business entity, or their subcontractors, including but not limited to, labor contractors, acting as a Harbor Tug Operator in the Ship Channel of the Port of Brownsville, shall keep in full force and effect liability insurance covering its operations in or on the public wharves, docks, terminals, or facilities of the District.
- B. The insurance policy shall provide coverage for property and liability claims, both general liability and automobile liability, against the District due to damages caused by the Harbor Tug Operator.

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**ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)**

- C. The Harbor Tug Operator is responsible for assuring that their subcontractors provide adequate liability insurance to protect the District's interests.
- D. The limits of liability shall not be less than \$4,000,000.00 per occurrence or per claim and shall name the District as an additional insured, with the provision that such coverage will not extend to actions resulting from the Port's own sole negligence. Each person, firm, corporation or other business entity providing Harbor Tug services shall also carry workmen's compensation (including but not limited to USL&H).
- E. All policies shall include a waiver of subrogation in favor of the District on all coverages. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.
- F. Written proof of insurance as required herein, shall be furnished to the District annually in the form of a Certificate of Insurance, or at the sole discretion of the District, a true and certified copy of the insurance policy.
- G. All such insurance shall be placed in a company or companies having a current Best's Rating of A-VII or better, or in companies acceptable to the District.

**10. CAPTAIN'S LICENSES**

- A. As a condition to obtaining a license and subsequent renewals thereof, each person, firm, corporation or other business entity, or their subcontractors, including but not limited to, labor contractors, acting as a Harbor Tug Operator in the Ship Channel of the Port of Brownsville, shall keep in full force and effect a Captain's License for each of their captains of harbor tugs operating at the public wharves, docks, terminals, or facilities of the District.
- B. A current copy of each of the valid Captain's Licenses shall be provided to the District as an attachment to the original application and any renewal applications.
- C. As individual Captain's Licenses expire and are renewed, a copy of the renewed Captain's License must be provided to the District. No harbor tug services are to be provided at the Port of Brownsville by a captain whose license is expired, suspended, or otherwise not in effect.



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**ITEM 401 – HARBOR TUG OPERATORS LICENSE (CONTINUED)**

**11. RESPONSIBILITY FOR CHARGES**

The Harbor Tug Operator is an independent contractor and is not contracted by the District to perform harbor tug services. All charges for services provided under this license are due from the vessel or the vessel's Steamship Agent. The District accepts responsibility neither for the payment of these charges, nor for any costs incurred by the licensee while providing Harbor Tug services.

**12. LIMITATIONS ON LICENSE** - The issuance of a license under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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**ITEM 411 - STEAMSHIP AGENTS LICENSE**

1. **LICENSE REQUIRED** - No person, firm, corporation or other business entity shall operate as or carry on the business of a Steamship Agent at the public facilities of the District unless and until there shall first have been obtained from the District a license authorizing such activity. As used in this item, "Steamship Agent" or "agent" includes persons, firms, corporations, or other business entities and their subsidiaries, duly appointed and authorized as representatives acting on behalf of a steamship line or lines with the legal authority to bind the owner, financially and otherwise, or other vessel owners, and attending to all matters relating to the vessels owned by their principals, in or on the public wharves, docks, terminals, or facilities of the District: As used in this item, "Steamship Agent", and "agent" shall not include representation of a vessel loading or unloading cargo on a lease site at the District; nor shall it include activity taking place within the confines of the Fishing Harbor. Lessees of the District will not be required to utilize the services of a licensed Steamship Agent at the public facilities of the District for their own vessels utilizing the public facilities for purposes other than loading or unloading cargo.
  
2. **APPLICATION FOR LICENSE** - Application for license with accompanying fee shall be submitted to the Director of Finance and Administration. Applications shall address the issues listed in Paragraph 3(B) of this item. Copies of this form are available from the Director of Finance and Administration, upon request, and may be obtained from the Internet at:

[http://www.portofbrownsville.com/images/stories/agent\\_application.pdf](http://www.portofbrownsville.com/images/stories/agent_application.pdf)

Licensing fees are specified in Paragraph 7 of this Item.

3. **CONSIDERATION OF APPLICATION**

- A. All new licenses shall be approved by the Port Director and CEO of the District and shall be granted by the Board of Commissioners of the Brownsville Navigation District, upon the vote of a majority of the present and voting Commissioners, at a duly posted meeting.
  
- B. A new license shall be granted to any applicant who fulfills the following requirements:
  1. Satisfactory credit history and adequate capital structure so as to sustain the applicant's operations within the Port of Brownsville. This requirement shall be subject to the deposit requirement in Item 115 (3).
  
  2. Not less than 15 years collective experience within the steamship agency industry of applicant's officers and managers.

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**ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)**

3. Submission of an agreement in writing to remain in good standing with the Brownsville Navigation District by complying with the rules and regulations of the District and the provisions of the District's tariff and any subsequent revisions or reissues thereof; by meeting the appropriate insurance requirements of the District and by maintaining credit worthiness with the District.
- C. Applications for renewal licenses shall be given to all licensees and renewal shall be automatic absent a finding by the Board that the applicant:
1. Has been found by the appropriate authorities to have violated federal, state, or local laws or regulations of a felony grade concerning employees' rights, health and safety in its operations at the Port of Brownsville;
  2. Has failed to maintain adequate insurance, as required by this tariff,
  3. Has failed to maintain an adequate credit history with the District (the existence of uncontested delinquent accounts with the District may be deemed to represent an inadequate credit history);
  4. Has allowed the license to become inactive, as provided by Subsection 4 below; or
  5. Has failed to maintain compliance with the requirements of this item.
- D. All licensed agents will be required to assign a representative to each ocean-going vessel while it is in the Port of Brownsville Ship Channel or on one of the public docks or facilities of the Port of Brownsville. This requirement will be in effect from the time that the vessel arrives at anchorage off-shore until the pilot disembarks from the vessel at its departure from the Port and at all times in between. The name and contact information of this representative must be provided to the Harbormaster prior to the vessel's arrival at the off-shore anchorage.
- E. The assigned representative will be required to remain in Brownsville, and available to the vessel, for the duration of the assignment as specified above.

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**ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)**

**4. CREDIT AND COLLECTIONS**

- A. A minimum deposit of \$10,000 will be required of any Steamship Agent, such deposit to be retained interest-free by the District for six (6) months or until credit has been established which is satisfactory with the District or until no further use of the facilities is required from the District. Deposit shall be 125% of estimated monthly charges for use of the facilities. The District will refund any Cash-in-Advance funds remaining after all charges and invoices owing to the District have been satisfied, including invoices not related to the use of facilities for which the Cash-in-Advance was made. The District reserves the right to estimate all charges and deposits.
  
- B. As an alternative, a payment bond made payable to the Brownsville Navigation District in the amount of \$25,000 may be submitted in lieu of the cash deposit. This bond will be redeemable by the District in the event that the Steamship Agent has any undisputed invoice that is unpaid 60 days past the invoice date. This bond is to be for a term of one year. At the end of the first year, if the Steamship Agent has established satisfactory credit with the District, the bond may be allowed to lapse.

**5. ISSUANCE OF LICENSE AND RENEWAL**

- D. Issuance of a license shall be evidenced by the dated signature on the application form of a member of the District's Board of Commissioners.
  
- E. All licenses will be issued for a period of three (3) years, and will be renewed as stipulated in Paragraph 3. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U.S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee is received by the District not later than the date of expiration of the license.
  
- F. The application, if approved by the Port Director and CEO of the District, will be presented to the Board of Commissioners for their consideration and action at the next regularly scheduled meeting following the receipt of the application with the appropriate fee and all required attachments, and these documents have been reviewed by the administrative staff. An existing license will be considered to have been temporarily renewed until such time as the Board has taken action on it. Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation or other business entity desires to continue providing steamship agent services at the Port of Brownsville.

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**ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)**

- 6. LAPSE PROVISION** - In the event that a Steamship Agent's license is allowed to lapse at the expiration date, upon written request from that Steamship Agent, the agent will be given an additional 30 days within which to submit their application for a renewal of their Steamship Agent's License. Upon receipt of this written request for an extension of time in which to file the renewal application, the Steamship Agent's License will continue to be in effect for the additional 30-day period. This extension is automatic upon the receipt of the written request by the Director of Finance and Administration.
- 7. ANNUAL AUDIT, SUSPENSION AND/OR REVOCATION OF LICENSE**
- A. The administrative staff of the Brownsville Navigation District shall, at least once annually, audit each holder of a Steamship Agent's License to insure continued compliance with the provisions of this Item. This audit shall be scheduled to coincide with the anniversary date of the license. Any licensee who is determined not to be in compliance with to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that steamship agency. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- B. Any licensee who is determined to be in default in the manner listed in Paragraph 3(C)(1) or 3(C)(2) hereof shall have their license immediately suspended by the administrative staff. They shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in the automatic revocation of the license held by that stevedoring entity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- C. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended on a showing that the licensee has undisputed accounts with the District that are more than 60 days' delinquent. Any such suspension shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee. The suspension shall not be lifted until the account in question is brought current, specifically with no undisputed invoice aged more than 30 days past due. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by the Steamship Agent. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

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**ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)**

- D. A license may be revoked, or renewal denied, under this Item if the licensee fails to comply with the rules and regulations of the District, including this Tariff Item, is no longer in business or has been inactive in the six months immediately preceding notice of revocation or denial of renewal, unless good cause is shown for inactivity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- E. In the event a license holder is found to be in default three years in succession, that license shall be revoked on the determination of the default in the third year. A licensee whose license has been revoked hereunder shall not be allowed to reapply for a period of 90 days from such revocation, at which time a new application must be submitted. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- F. Any licensee who is determined to not be in compliance with Paragraph 3(C) hereof shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that Steamship Agent. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- G. No steamship agency operations may be undertaken by a licensee while their license is expired, is suspended, or has been revoked, or while action is pending on a new original application.
- 8. LICENSE FEES** - All Steamship Agents desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

ORIGINAL APPLICATION	\$ 2,000.00
RENEWAL	\$ 2,000.00

Please refer to the notes which follow.

**Note 1.** Application fees are non-refundable, and will not be prorated for fractional parts of a year.

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**ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)**

**9. LICENSES ARE NON-TRANSFERABLE** - A license may not be transferred, assigned, or otherwise used by other than the licensee designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a new license upon submission of an *Application for Steamship Agent's License*, with the application fee and the required attachments, to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. A license issued under this Paragraph is subject to all provision of this Item, including Paragraph 3(B)(1) and 3(C)(2). Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.

**10. STEAMSHIP AGENT INSURANCE**

- A. As a condition to obtaining a license and subsequent renewals thereof, each person, firm, corporation or other business entity, acting as a Steamship Agent in or on the public wharves, docks, terminals, or facilities of the District, shall keep in full force and effect liability insurance covering its operations in or on the public wharves, docks, terminals, or facilities of the District.
- B. The insurance policy shall provide coverage for property and liability claims, both general liability and automobile liability, against the District due to damages caused by the Steamship Agent.
- C. The limits of liability shall not be less than \$4,000,000.00 per occurrence or per claim and shall name the District as an additional insured, with the provision that such coverage will not extend to actions resulting from the Port's own sole negligence. Each person, firm, corporation or other business entity providing Steamship Agent services shall also carry workmen's compensation (including but not limited to USL&H).
- D. All policies shall include a waiver of subrogation in favor of the District on all coverages. The protection and indemnity coverage for the owner of each vessel attended should cover the Steamship Agent, and the "as owner" provision should be waived as respects the Steamship Agent (unless the Steamship Agent is by definition in the policy standing in the place of the owner). The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.
- E. Written proof of insurance as required herein, shall be furnished to the District annually in the form of a Certificate of Insurance, or at the sole discretion of the District, a true and certified copy of the insurance policy.

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**ITEM 411 - STEAMSHIP AGENTS LICENSE (CONTINUED)**

F. All such insurance shall be placed in a company or companies having a current Best's Rating of A-VII or better, or in companies acceptable to the District.

**11. RESPONSIBILITY FOR CHARGES** - The Steamship Agent is responsible for all District charges incurred by a vessel that they represent in the Port of Brownsville. If a stevedore, who is licensed at the Port of Brownsville, accepts responsibility for all or a portion of the charges for a vessel, this acceptance must be in writing and must specify which charges are being transferred to the stevedore. In the event that there is a dispute over the meaning of a document used to transfer financial responsibility for a vessel, the Steamship Agent will be responsible for any charges that cannot be transferred to the stevedore as a result of the dispute.

**12. LIMITATIONS ON LICENSE** - The issuance of a license under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.



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**ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE**

1. **LICENSE REQUIRED** - No person, firm, corporation or other business entity shall operate as or carry on the business of a stevedore or freight handler at any of the public facilities of the District unless and until there shall first have been obtained from the District a license authorizing such stevedoring or freight handling activity. As used in this item, "stevedore" or "stevedoring" includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels or barges, excluding bulk liquid cargo, in or on the public wharves, docks, terminals, or facilities of the District: "freight handler" or "freight handling" includes persons, firms, corporations, or other business entities, and their subsidiaries, engaged in physically loading and/or unloading railcars or trucks, or engaged in any other cargo handling operations, except bulk liquid cargo, in or on the public wharves, docks, terminals, or facilities of the District. As used in this item, "stevedore," "stevedoring," "freight handler," and "freight handling" shall not include loading or unloading cargo on a lease site at the District by the lessee of that site of the lessee's own cargo nor shall it include activity taking place within the confines of the Fishing Harbor.
  
2. **APPLICATION FOR LICENSE** - Application for license with accompanying fee shall be submitted to the Director of Finance and Administration. Applications shall address the issues listed in this Item. Copies of this form are available from the Director of Finance and Administration, upon request, and may be obtained from the Internet at:

[http://www.portofbrownsville.com/images/stories/stevedore\\_application.pdf](http://www.portofbrownsville.com/images/stories/stevedore_application.pdf)

Licensing fees are specified in Paragraph 7 of this site.

3. **CONSIDERATION OF APPLICATION**

- A. All new licenses once approved by the Port Director and CEO of the District may be granted by the Board of Commissioners of the Brownsville Navigation District, upon the vote of a majority of the present and voting Commissioners, at a duly posted meeting a new license may be granted to any applicant who fulfills the following requirements:
  1. Prior certification by and good standing with the American Society for Quality Control under ISO 9001:2000 and/or ANSI/ASQ Q9001-2000 standards promulgated by the International Organization Standardization and/or the American National Standards Institute.
  2. Satisfactory credit history and adequate capital structure so as to sustain the applicant's operations within the Port of Brownsville.
  3. Not less than 15 years collective experience within the stevedoring industry of applicant's officers and managers.

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**ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)**

4. Submission of an agreement in writing to remain in good standing with the Brownsville Navigation District by complying with the rules and regulations of the District and the provisions of the District's Tariff and any subsequent revisions or reissues thereof; by meeting the appropriate insurance requirements of the District and by maintaining credit worthiness with the District.
- B. Applications for renewal licenses shall be given to all licensees and renewal shall be automatic absent a finding by the Board that the applicant:
1. Has been found by the appropriate authorities to have violated federal, state, or local laws or regulations of a felony grade concerning employees' rights, health and safety in its operations at the Port of Brownsville;
  2. Has failed to comply with the provisions of this Tariff in maintaining ISO 9001:2000 and/or ANSI/ASQ Q9001-2000 certification;
  3. Has failed to maintain adequate insurance, as required by this Tariff,
  4. Has failed to maintain an adequate credit history with the District (the existence of uncontested delinquent accounts with the District may be deemed to represent an inadequate credit history);
  5. Has allowed the license to become inactive, as provided by this Item; or
  6. Has failed to maintain compliance with the requirements of this Item.
- C. All licensed stevedores will be required to maintain a lease site within the Port of Brownsville which is adequate, at a minimum, to handle their need for storage and maintenance of their equipment. This lease site must be maintained during the period that the license is active. There must be local staff which shall be available during business hours.

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**ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)**

**4. CREDIT AND COLLECTIONS**

- A. A minimum deposit of \$10,000 will be required of any Stevedore or Freight Handlers, such deposit to be retained interest-free by the District for six (6) months or until credit has been established which is satisfactory with the District or until no further use of the facilities is required from the District. Deposit shall be 125% of estimated monthly charges for use of the facilities. The District will refund any Cash-in-Advance funds remaining after all charges and invoices owing to the District have been satisfied, including invoices not related to the use of facilities for which the Cash-in-Advance was made. The District reserves the right to estimate all charges and deposits.
  
- B. As an alternative, a payment bond made payable to the Brownsville Navigation District in the amount of \$25,000 may be submitted in lieu of the cash deposit. This bond will be redeemable by the District in the event that the Steamship Agent has any undisputed invoice that is unpaid 60 days past the invoice date. This bond is to be for a term of one year. At the end of the first year, if the Steamship Agent has established satisfactory credit with the District, the bond may be allowed to lapse.

**5. ISSUANCE OF LICENSE AND RENEWAL**

- A. Issuance of a license shall be evidenced by the dated signature on the application form of a member of the District's Board of Commissioners.
  
- B. All licenses will be issued for a period of three (3) years, and will be renewed as stipulated in Paragraph 3. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U.S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee is received by the District not later than the date of expiration of the license.
  
- C. The application, if approved by the Port Director and CEO of the District, will be presented to the Board of Commissioners for their consideration and action at the next regularly scheduled meeting following the receipt of the application with the appropriate fee and all required attachments, and these documents have been reviewed by the administrative staff. An existing license will be considered to have been temporarily renewed until such time as the Board has taken action on it. Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation or other business entity desires to continue providing stevedoring or freight handling services at the Port of Brownsville.

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**ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)**

D. No licensees holding a valid license as of December 1, 1996 shall be required to comply with the provisions of Paragraph 3(B)(1) or 3(C)(2) so long as the licensee has not had any period of time during which their license has lapsed, been suspended or been revoked.

**6. LAPSE PROVISION** - In the event that a Stevedore and Freight Handler's License is allowed to lapse at the expiration date, upon written request from that Stevedore and Freight Handler, the stevedore will be given an additional 30 days within which to submit their application for a renewal of their Stevedore and Freight Handler's License. Upon receipt of this written request for an extension of time in which to file the renewal application, the Stevedore and Freight Handler's Agent's License will continue to be in effect for the additional 30-day period. This extension is automatic upon the receipt of the written request by the Director of Finance and Administration.

**7. ANNUAL AUDIT, SUSPENSION AND/OR REVOCATION OF LICENSE**

A. The administrative staff of the Brownsville Navigation District shall, at least once annually, audit each holder of a Stevedore and Freight Handler's License to insure continued compliance with the provisions of this Item. This audit shall be scheduled to coincide with the anniversary date of the license. Any licensee who is determined not to be in compliance with this Item shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that stevedoring entity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

B. Any licensee who is determined to be in default in the manner listed in Paragraph 3(C)(1), 3(C)(2) if required, or 3(C)(3) hereof shall have their license immediately suspended by the administrative staff. They shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in the automatic revocation of the license held by that stevedoring entity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

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**ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)**

- C. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended on a showing that the licensee has undisputed accounts with the District that are more than 60 days' delinquent. Any such suspension shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee. The suspension shall not be lifted until the account in question is brought current, specifically with no undisputed invoice aged more than 30 days past due. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by that Stevedore or Freight Handler. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
  
- D. A license may be revoked, or renewal denied under this Item, if the licensee fails to comply with the rules and regulations of the District, including this Tariff Item, is no longer in business or has been inactive in the six months immediately preceding notice of revocation or denial of renewal, unless good cause is shown for inactivity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
  
- E. In the event a license holder is found to be in default three years in succession, that license shall be revoked on the determination of the default in the third year. A licensee whose license has been revoked hereunder shall not be allowed to reapply for a period of 90 days from such revocation, at which time a new application must be submitted. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
  
- F. No stevedoring or freight handling operations may be undertaken by a licensee while their license is expired, is suspended, or has been revoked, or while action is pending on a new original application.

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**ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)**

- 8. LICENSE FEES** - All stevedores and freight handlers desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

ORIGINAL APPLICATION	\$10,000.00
RENEWAL	\$ 2,000.00

Please refer to the notes which follow.

**Note 1.** Application fees are non-refundable, and will not be prorated for fractional parts of a year.

**Note 2.** Any stevedore or freight handler who has already applied for and been granted a Stevedore and Freight Handlers license under previous versions of this Item shall automatically be subject to the provisions of this Item, except that they shall not be required to pay renewal fees until the expiration of the license held at the time of enactment of this item.

**Note 3.** Non-resident stevedores and freight handlers shall be required to provide a local telephone number and a local representative who may be contacted while stevedoring and/or freight handling operations are being conducted. The name of the representative and the telephone number shall be provided to the Harbormaster's office prior to commencement of any stevedoring and/or freight handling operations.

- 9. LICENSES ARE NON-TRANSFERABLE** - A license may not be transferred, assigned, or otherwise used by other than the licensee designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a new license upon submission of an Application for Stevedore and Freight Handler's License, with the application fee and the required attachments, to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. A license issued under this Paragraph is subject to all provisions of this Item. Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.

**10. STEVEDORE AND FREIGHT HANDLER INSURANCE**

- A. As a condition to obtaining a license and subsequent renewals thereof, each person, firm, corporation or other business entity, providing stevedoring and/or freight handling services in or on the public wharves, docks, terminals, or facilities of the District, shall keep in full force and effect liability insurance covering its operations in or on the public wharves, docks, terminals, or facilities of the District. This insurance shall be a policy for Stevedore's Legal Liability for Bodily Injury and Property Damage (including coverage for goods and property of others in the care, custody, and control of the policy holder).

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**ITEM 421 - STEVEDORE AND FREIGHT HANDLERS LICENSE (CONTINUED)**

- B. The limits of liability shall not be less than \$4,000,000.00 per occurrence or per claim and shall name the District as an additional insured, with the provision that such coverage will not extend to actions resulting from the Port's own sole negligence. Each person, firm, corporation or other business entity providing stevedoring or freight handling services shall also carry workmen's compensation including, but not limited to, U.S. Longshoremen and Harborworker's coverage. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.
  
- C. Written proof of insurance as required herein, shall be furnished to the District annually in the form of a Certificate of Insurance, or at the sole discretion of the District, a true and certified copy of the insurance policy. All such insurance shall be placed in a company or companies having a current Best's Rating of A-VII or better, or in companies acceptable to the District.

**11. LIMITATIONS ON LICENSE** - The issuance of a license under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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**ITEM 431 - SOLID WASTE COLLECTION AND DISPOSAL**  
**LICENSE**

*NOTE – Effective date of this Item – July 1, 2007*

**1. LICENSE REQUIRED**

A. No person, firm, corporation or other business entity shall provide solid waste collection and/or disposal services upon any of the properties controlled by the Brownsville Navigation District until there shall have first been obtained from the District a license authorizing such solid waste collection and disposal.

B. A valid Port Entry Permit must be displayed on all solid waste collection and disposal vehicles at all times while operating in the Brownsville Navigation District.

**2. APPLICATION FOR LICENSE** - Application for license with accompanying fee and other required documentation shall be submitted to the District. Copies of the application form are available from the Director of Finance and Administration. Renewals shall be as provided in this Item.

**3. CONSIDERATION OF APPLICATION**

All new license applications will be considered by the administrative staff of the District. A single license will be issued for an approved licensee, license tags will be issued for each vehicle specifically identified in the application. Applications must address the following issues:

A. The applicant must submit a copy of their licensing by the State of Texas to do business as a commercial waste transporter.

B. The applicant must submit a statement detailing where they are authorized to dispose of commercial waste and a statement detailing how and where they will be disposing of the waste generated by the Port of Brownsville and its lessees.

C. The applicant must submit a tariff of charges with their application. Revisions to the tariff must be filed with the Board 30 days prior to the effective date of any rate change.

D. The applicant must submit a copy of their automobile liability insurance for each vehicle to be issued a Port Entry Permit.



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**ITEM 431 - SOLID WASTE COLLECTION AND DISPOSAL LICENSE (CONTINUED)**

**4. ISSUANCE OF LICENSE AND RENEWAL**

Upon approval of the application, a license will be signed by the Board of Commissioners. All licenses will be issued for a period of one year. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U. S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee and all required attachments are received by the District not later than the date of expiration. The renewal application will be reviewed by the administrative staff as soon as is practicable after its receipt. The license will be considered to be temporarily renewed until such time as the administrative staff has taken action on it.

Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation, or other business entity desires to continue providing solid waste collection and disposal service at the District.

A license may be revoked, or renewal denied, if the licensee fails to comply with rules and regulations of the District, is no longer in business, or has been inactive for the six months immediately preceding notice of revocation or denial of renewal, unless good cause is shown for inactivity.

No solid waste collection and/or disposal operations may be undertaken by a licensee while their license is expired, has been revoked, or while action is pending on a new original application.

**5. SUSPENSION AND/OR REVOCATION OF LICENSE**

A. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended on a showing that the licensee is in violation of the District's rules and regulations.

B. If, in the opinion of the District's staff, the violation is of a nature that poses a threat to the health and/or safety of the District's personnel or lessees, or if it poses a threat to the environment; the staff may immediately suspend the license. The suspension shall not be lifted until the licensee has met with the administrative staff to discuss their plans for complying with the District's rules and regulations. Once the staff's concerns have been satisfied, the suspension will be lifted. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by the Steamship Agent. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.

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**ITEM 431 - SOLID WASTE COLLECTION AND DISPOSAL LICENSE (CONTINUED)**

- C. Any licensee who is determined not to be in compliance with this Item shall be given notice in writing of such default and shall have 90 days thereafter to cure all items of default. Failure to cure default within that ninety-day period shall result in revocation of the license held by that solid waste collection and disposal entity. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
  
- D. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended should the licensee no longer have either a valid STATE LICENSE or automobile liability insurance on file with the District. Renewals of these documents must be submitted to the Director of Finance and Administration of the District within 10 working days of the expiration of the documents that were submitted with the application. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
  
- E. Vendors who have had their license revoked will not be allowed to apply for a period of 90 days after the revocation of their license.
  
- F. No solid waste collection or disposal operations may be undertaken by a licensee while their license is suspended or revoked, or while they are waiting for action to be taken on their Original Application.

**6. LICENSE FEES**

All solid waste collection and disposal vendors desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

<b>Original Application</b>	<b>\$500.00</b>
<b>Renewal</b>	<b>\$250.00</b>

Solid waste collection and disposal companies who are actively doing business at the Port of Brownsville at the time that this item becomes effective will be required to submit an Original Application.

**Note** Application fees are non-refundable, and will not be prorated for fractional parts of a year.

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**ITEM 431 - SOLID WASTE COLLECTION AND DISPOSAL LICENSE (CONTINUED)**

**7. LICENSES ARE NON-TRANSFERABLE**

A license may not be transferred, assigned, or otherwise used by other than the licensee and the specific vehicle designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a license upon submission of an Application for Solid Waste Collection and Disposal License with the application fee and the required attachments to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.

**8. COMPLIANCE WITH DISTRICT ORDINANCES**

The District had adopted an ordinance, Ordinance No. 7, which governs the solid waste collection and disposal in the District's properties. Applicants must familiarize themselves with this ordinance and must comply with its provisions. Failure to comply with the provisions of the District's Ordinance No. 7 may result in suspension or revocation of a license under this Item.

**9. BASE OF OPERATION REQUIREMENT**

All solid waste collection and disposal licensees must have a base of operation, either at a site that is leased from the District or a site outside of the District. The vehicles used for solid waste collection and disposal must be removed from the District's properties daily, and must be cleaned and stored at the vendor's base of operation.

**10. VEHICLE REGULATIONS**

All vehicles used for solid waste collection and disposal must have a current Texas State Inspection sticker and current license plates.

Any person who enters the Port of Brownsville with the vehicle in any capacity must comply with the Port entry permits in effect at the time of entry.

Vehicles are subject to search at any time.

**11. LIMITATIONS ON LICENSE -** The issuance of a license under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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**ITEM 441 - MOBILE FOOD VENDOR LICENSE**

**1. LICENSE REQUIRED**

- A. No person, firm, corporation or other business entity shall operate as a mobile food vendor upon any of the properties controlled by the Brownsville Navigation District without a District-issued license authorizing such mobile food vending.
- B. A valid Mobile Food Vendor's License and a valid Port Entry Permit (See Item 450) must be displayed on all mobile food vending vehicles at all times while operating in the Brownsville Navigation District.

**2. APPLICATION FOR LICENSE** - Application for license with accompanying fee and other required documentation shall be submitted to the District. Copies of the application form are available from the Director of Finance and Administration. Renewals shall be as provided in this Item.

**3. CONSIDERATION OF APPLICATION** - All new license applications will be considered by the administrative staff of the District. A separate application must be made for each vending vehicle. Applications must address the following issues:

- A. The applicant must have a current Health Certificate issued by the Cameron County Health Department (956) 427-8043.
- B. The applicant must submit a copy of their automobile liability insurance for each vending vehicle to be licensed.

**4. ISSUANCE OF LICENSE AND RENEWAL**

- A. Upon approval of the application, a license will be signed by the Board of Commissioners. All licenses will be issued for a period of one year. The District will mail notices of renewal, including invoices for the renewal fee, to all licensees by first class U. S. postage not less than 30 days prior to the expiration date. A license will automatically expire unless the application for renewal with renewal fee and all required attachments are received by the District not later than the date of expiration. The renewal application will be reviewed by the administrative staff as soon as is practicable after its receipt. The license will be considered to be temporarily renewed until such time as the Board of Commissioners has taken action on it.
- B. Failure to renew within the prescribed time will require the filing of a new original application including original application fee if the person, firm, corporation, or other business entity desires to continue operating their mobile food vending service at the District.

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**ITEM 441 - MOBILE FOOD VENDOR LICENSE (CONTINUED)**

- C. No mobile food vending operations may be undertaken by a licensee while their license is expired, has been revoked, or while action is pending on a new original application.

**5. SUSPENSION AND/OR REVOCATION OF LICENSE**

- A. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended on a showing that the licensee is in violation of the District's rules and regulations. The suspension shall not be lifted until the licensee has met with the administrative staff to discuss their plans for complying with the District's rules and regulations. Once the staff's concerns have been satisfied, the suspension will be lifted. Failure to cure this default within a ninety-day period following the date the suspension is imposed shall result in the revocation of the license held by the Mobile Food Vendor. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- B. A license, and the licensee's right to operate at the Port of Brownsville, may be suspended should the licensee no longer have either a valid Health Certificate or automobile liability insurance on file with the District. Renewals of these documents must be submitted to the Director of Finance and Administration of the District within 10 working days of the expiration of the documents that were submitted with the application. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- C. Vendors who do not comply with the District's designated locations for sales and the District's designated restricted areas will have their license revoked. Mobile food vendors who have had their license revoked will not be allowed to apply for a period of 90 days after the revocation of their license. Any such revocation under this paragraph shall be imposed by the Board of Commissioners at a posted meeting, with at least ten days' notice to the licensee.
- D. No food vending operations may be undertaken by a licensee while their license is suspended or revoked, or while they are waiting for action to be taken on their Original Application.

- 6. LICENSE FEES** - All mobile food vendors desiring a license to operate at the Port of Brownsville shall pay the following fees at the time of application or renewal:

<b>Original Application</b>	<b>\$150.00</b>
<b>Renewal</b>	<b>\$100.00</b>

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**ITEM 441 - MOBILE FOOD VENDOR LICENSE (CONTINUED)**

Mobile food vendors who are actively doing business at the Port of Brownsville at the time that this item becomes effective will be required to submit an Original Application, but will be required to pay only the renewal fee. These mobile food vendors will be considered to be grandfathered in regard to this Item, and will be allowed to continue to operate at the Port of Brownsville while their application is under review. These grandfathered vendors will not be allowed to operate in the Port of Brownsville if they have not submitted their Original Application.

**Note** Application fees are non-refundable, and will not be prorated for fractional parts of a year.

- 7. LICENSES ARE NON-TRANSFERABLE** - A license may not be transferred, assigned, or otherwise used by other than the licensee and the specific vehicle designated thereon without prior written approval of the District. Any person, firm, corporation or other business entity acquiring a going business from a licensee hereunder may qualify for a license upon submission of an Application for Mobile Food Vendors License with the application fee and the required attachments to the District. Upon finding that such application establishes proof of being ready, willing, and able to perform the service, the District may grant a new license to the applicant. Any attempt to transfer or assign a license contrary to this provision shall be cause for revocation.
- 8. DESIGNATION OF VENDING LOCATIONS AND TIMES** - The District retains the right to designate locations at which vendors may stop for vending, the maximum duration of the stops at any location and the hours during which mobile vending is permitted.
- 9. BASE OF OPERATION REQUIREMENT** - All mobile food vendors must have a base of operation, either at a site that is leased from the District or a site outside of the District. The vehicles used for mobile vending must be removed from the District's public properties daily, and must be cleaned and stored at the vendor's base of operation.
- 10. VEHICLE REGULATIONS**
  - A. All vehicles used for mobile food vending must have a current Texas State Inspection sticker and current license plates.
  - B. Any person who enters the Port of Brownsville with the vehicle in any capacity (driver, food server, etc.) must comply with the Port entry permits in effect at the time of entry.
  - C. Vehicles are subject to search at any time.
- 11. LIMITATIONS ON LICENSE** - The issuance of a license under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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**ITEM 450 – PORT ENTRY PERMIT - TRUCKS**

**1. PERMIT REQUIRED TO ENTER PORT OF BROWNSVILLE SECURED AREA**

All tractors and/or tractor/trailer combinations and any vehicle with three or more axles are required to display a valid Port Entry Permit to obtain entrance to the secured area of the Port of Brownsville.

**2. ANNUAL PORT ENTRY PERMIT**

Truck lines and individual owners doing routine business in the secured area of the Port of Brownsville may purchase an annual Port Entry Permit for each vehicle engaged in this business. This permit will be sold at the Overweight Permit office at the Administration Building of the Brownsville Navigation District. Permits will be good for one calendar year, beginning March 1<sup>st</sup> and ending on the last day of February. Fees will be pro-rated to \$50.00 at September 1<sup>st</sup>. There will be no “grace period” for renewal of the annual permit. Trucks that bear expired Port Entry Permits will be charged a Daily Entry Permit Fee as per Paragraph 3 of this Item until a new Port Entry Permit is purchased and is displayed on the truck. Annual Port Entry Permits must be affixed to the driver’s side windshield of the truck.

**3. DAILY PORT ENTRY PERMIT**

Trucks that are engaged in infrequent business in the secured area of the Port of Brownsville may purchase a Daily Port Entry Permit for each day that they enter the Port of Brownsville secured area. Daily Port Entry Permits are sold at the Overweight Permit office at the Administration Building of the Brownsville Navigation District between the hours of 8:00 AM and 5:00 PM, except on weekends and on holidays. Daily Port Entry Permits will also be available at the entrance to the Port of Brownsville on Foust Road 24 hours per day, 7 days per week.

Daily Port Entry Permits are good only for the date of sale, and must be visible at all times that the truck is in the secured area.

**4. PORT ENTRY PERMITS ARE NOT TRANSFERABLE**

Port Entry Permits are not transferable from one vehicle to another. If a vehicle is replaced in service, the District will issue a replacement Annual Port Entry Permit decal upon presentation of the original Annual Port Entry Permit decal.

Annual Port Entry Permit decals must be affixed to the driver’s side windshield of the authorized vehicle, and must be able to be clearly seen from the ground. When a vehicle is sold, traded, or destroyed, the decal must be removed from the vehicle.

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**ITEM 450 – PORT ENTRY PERMIT – TRUCKS (CONTINUED)**

**5. PORT ENTRY PERMIT FEES**

Annual Port Entry Permit	\$100.00 per truck per year
Annual Port Entry Permit – Port Lessees	\$ 75.00 per truck per year
Annual Port Entry Permit – ½ Year Rate	\$ 50.00 per truck
<i>(1/2 year rate begins on September 1 and lasts until the end of February)</i>	
Daily Port Entry Permit	\$ 3.00 per truck per day

**6. OPERATION OF MOTOR VEHICLES ON PORT PROPERTY**

Operation of all motor vehicles on Port property must comply with State and Federal transportation laws and Brownsville Navigation Ordinance No. 3.

Any person who enters the Port of Brownsville with the vehicle in any capacity must comply with the Port entry requirements in effect at the time of entry.

All vehicles entering upon District property are subject to search at any time. If the driver of a vehicle refuses to permit a search, access will be denied.

Only authorized vehicles will be allowed entry through the entry gates at the Port of Brownsville. If, in the judgment of District personnel, the use, driving, operating or parking of a motor vehicle does, will or could interfere with the efficient and safe operations of Port of Brownsville, designated District representatives, including the Brownsville Navigation District's security and police personnel, may order such vehicles out of the area or off the Port Facilities. The District may order the removal of vehicles not in compliance with this provision, and in such event all towing and storage will be the responsibility of the owner of the vehicle.

Certain areas have been or may be designated for parking. Vehicles must park in these areas. Vehicles that are not parked in designated parking areas may be subject to removal as noted above.



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**ITEM 450 – PORT ENTRY PERMIT – TRUCKS (CONTINUED)**

**7. RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS AND DAMAGE TO PERSONAL PROPERTY**

Except for personal injury, death or loss and damage to personal property caused by its own sole negligence, the District will not be responsible for personal injury, death or loss and damage to personal property of persons or entities that are granted permission to enter upon Port property as provided in this Item.

Persons who are granted permission to enter upon the District's property as provided in this Item agree to defend, indemnify and save harmless the Brownsville Navigation District of Cameron County, Texas, its Navigation and Canal Commissioners, employees, servants, agents and representatives from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorneys' fees incident to or resulting from their activity or operation at any Port Facility or on the Waterways.

**8. LIMITATIONS ON PERMIT -** The issuance of a permit under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.

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**ITEM 455 - LINE HANDLING PERMIT**

1. **PERMIT REQUIRED** – Line handling for mooring, unmooring and shifting commercial vessels at Brownsville Navigation District facilities, except the Fishing Harbor and leased facilities, shall be performed by Line Handling companies who have received a permit issued by the District.
2. **LINE HANDLERS ARE INDEPENDENT CONTRACTORS** - Line Handlers are independent contractors, who will be hired by the vessel. The Line Handler's, the Line Handler's insurers assume all liability for the actions of the Line Handlers selected to moor and unmoor the vessel. The District assumes no liability for the actions of the line handlers.
3. **PERMIT APPLICATION** - Line Handlers desiring to do business at the Port of Brownsville must request a Line Handling Permit from the District. Applications for a Line Handling Permit may be obtained from the Brownsville Navigation District's Director of Finance and Administration, whose office is located in the Navigation District's Administration Building. Permits are good for the period of one year. The Harbormaster's Office will maintain a listing of line handlers who have an effective permit.
4. **LINE HANDLER INSURANCE**
  - A. As a condition to obtaining a permit and subsequent renewals thereof, each person, firm, corporation or other business entity, acting as a Line Handler in or on the public wharves, docks, terminals, or facilities of the District, shall keep in full force and effect liability insurance covering its operations in or on the public wharves, docks, terminals, or facilities of the District.
  - B. The insurance policy shall provide coverage for property and liability claims, both general liability and automobile liability, against the District due to damages caused by the actions of the Line Handler.
  - C. The limits of liability shall not be less than \$2,000,000.00 per occurrence or per claim and shall name the District as an additional insured, with the provision that such coverage will not extend to actions resulting from the Port's own sole negligence. Each person, firm, corporation or other business entity providing Line Handling services shall also carry workmen's compensation (including but not limited to USL&H).
  - D. All policies shall include a waiver of subrogation in favor of the District on all coverages. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.

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**ITEM 455 - LINE HANDLING PERMIT (CONTINUED)**

- E. Written proof of insurance as required herein, shall be furnished to the District annually in the form of a Certificate of Insurance, or at the sole discretion of the District, a true and certified copy of the insurance policy.
  - F. All such insurance shall be placed in a company or companies having a current Best's Rating of A-VII or better, or in companies acceptable to the District.
- 5. PERMIT FEE** - The annual fee for a Line Handling Permit is \$200.00.
- 6. LIMITATIONS ON PERMIT** - The issuance of a permit under this Item is subject to the limitations contained in Items 106 and 400 of this Tariff.