#### PORT EVERGLADES EMERGENCY BERTH ACCESS AGREEMENT BETWEEN BROWARD COUNTY, CARNIVAL CORPORATION, AND HAL ANTILLEN N.V.

This Emergency Berth Access Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Carnival Corporation, a Panama corporation authorized to conduct business in the State of Florida, and HAL Antillen N.V. ("Holland America") (Carnival and Holland America are, individually and collectively, "Carnival" or "Licensee") (Licensee and County are sometimes collectively referred to as the "Parties").

## <u>RECITALS</u>

A. County is the owner of Port Everglades, including cruise terminals, piers, docks, wharfs, and related passenger cruise terminal facilities (the "Property").

B. County and the State of Florida are in the midst of a pandemic of COVID-19, a highly contagious and potentially fatal disease caused by a novel coronavirus. The pandemic is soon expected to tax local medical resources beyond their normal capacity.

C. Cruise ship activity has been voluntarily suspended by the cruise lines, but some cruise vessels remain at sea. Licensee is the owner of two cruise vessels that wish to dock at the Property for the purpose of disembarking passengers. Before permitting Licensee's vessel(s) to dock at the Property, County requires Licensee to take certain precautions to prevent local spread of COVID-19 and address certain financial implications of such docking.

D. The Unified Command, which is a group organized for the purpose of implementing the U.S. Centers for Disease Control and Prevention (CDC) "No Sail" order, dated March 14, 2020, at Port Everglades, and comprised of representatives of County, the Port Everglades Pilots Association, the CDC, the Broward Sheriff's Office, the Florida Department of Health, the U.S. Coast Guard, and U.S. Customs and Border Protection, has approved the plan submitted by Carnival Corporation ("Carnival Plan") attached as Exhibit B, subject to Carnival and County entering into this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The above Recital clauses are true and correct and are incorporated herein by reference. Licensee acknowledges that County's approval of the Carnival Plan is predicated upon Licensee's entry into and commitment to perform all obligations under this Agreement.

2. <u>Grant of License for Limited Purpose</u>. County hereby grants to Licensee a nonexclusive, revocable license ("License") for the *MS Zaandam* and the *MS Rotterdam* (the "Vessels") and associated personnel to access and use portions of the Property designated in writing by the Port Director of Port Everglades ("Port Director") for the limited purpose of disembarking passengers

in accordance with Exhibits A and B to this Agreement, which are incorporated and made a part hereof, and subject to all conditions and limitations herein, as stated in those Exhibits, and as otherwise stated in any order issued by any authority (state, federal, or local) with jurisdiction over this matter. No crewmembers are authorized to debark the Vessels except for urgent medical care that must take place on land, subject to the provision stated in Exhibit A that limits the total number of beds in Broward County utilized by passenger and crew to not more than a total of fifteen (15) beds.

3. <u>Term and Termination</u>. This Agreement will commence on the date it is fully executed by the Parties ("Effective Date") and will continue until all passengers are disembarked from the Vessels in accordance with Exhibits A and B and Licensee complies with all other conditions of this Agreement, unless the Agreement is sooner terminated as provided herein. Licensee's surety and indemnification obligations under this Agreement shall survive the expiration of this Agreement. County may terminate this Agreement at any time for convenience and without cause by written notice provided by Port Director to Licensee; such termination shall be effective upon the date and time stated in the written notice, which will not be less than twelve (12) hours after the date of such written notice. While the Agreement will not terminate until the time specified in the applicable notice, Licensee shall immediately upon receipt of the applicable notice cease any further disembarkation of passengers.

4. <u>Incorporation of terms of the Port Everglades Passenger Cruise Terminal and Berth User</u> <u>Agreement</u>. To the extent not inconsistent with this Agreement, this Agreement incorporates the following articles from the Port Everglades Passenger Cruise Terminal and Berth User Agreement between Licensee and County dated April 6, 2010, as amended ("Master Agreement"): Article 8 (Compliance with Governmental Laws; Tariffs; Rules; Regulations and Policies), Article 29 (Insurance), and Article 37 (Port Security). Defined terms used in the Master Agreement shall have the same meaning in this Agreement, except as may be expressly noted herein.

5. <u>Incorporation of the Carnival Plan as Approved by the Unified Command</u>. To the extent not inconsistent with this Agreement, this Agreement incorporates the Carnival Plan.

6. <u>Escrow</u>. In addition to the Security Deposit provided for in Article 7 of the Master Agreement, on or before 5 p.m. (Eastern) on April 2, 2020, Carnival Corporation shall (a) execute an escrow agreement, in form approved in advance by County, and (b) deposit the amount of \$1,000,000.00, into a bank account held by Nelson Mullins, 2 South Biscayne Blvd., 21st Floor, Miami, Florida 33131 (Attn: Mark Raymond, Esq.), to be held solely as security for Licensee's obligations under this Agreement ("Escrow Instrument"). The presence of this security does not make County liable for any such obligation. County shall have the right to draw upon the Escrow Instrument as a guarantee of Licensee's payment and performance obligations under the terms and conditions of this Agreement by written notice from the Broward County Administrator to such law firm holding the account and without any further conditions or requirements. If Licensee fails to pay any amounts due under this Agreement, County may draw down on the

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Escrow Instrument to pay any such amounts as County determines should be paid and, if so elected by County, may also draw down on the Security Deposit in the Master Agreement. If an acceptable Escrow Instrument cannot be timely obtained, Carnival shall provide alternate security (for example, a bond) in such amount and form as is approved by the Broward County Chief Financial Officer. The Escrow Instrument shall be used to reimburse County for any reasonable costs or expenses that County elects, in its sole discretion, to pay if Licensee fails to comply with any of its financial obligations or fails to perform any other obligation under this Agreement. All or any part of the Escrow Instrument applied by County under this article shall be replenished by Licensee within two (2) calendar days after written demand therefore is given by County's Port Director to Licensee in accordance with the notice section herein so that the Escrow Instrument is quickly restored and maintained at its original agreed dollar amount provided in this section. The Escrow Instrument shall remain in place and in full force and effect for one (1) year after the expiration or earlier termination of this Agreement.

7. <u>Corporate Structure</u>. Licensee represents for reliance by County in entering into this Agreement that Carnival Corporation is the direct parent corporation of Holland America, and that Holland America is the owner of the *Zaandam* and the indirect owner of the *Rotterdam*. Holland America is entering into this Agreement on behalf of itself and, to the full extent legally permissible, on behalf of its wholly-owned subsidiary HAL Nederland N.V., which is the owner of the *Rotterdam*.

8. <u>Notices</u>. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

#### FOR COUNTY:

Broward County Port Everglades Department Attn: Chief Executive/Port Director 1850 Eller Drive Fort Lauderdale, FL 33316 E-mail address: gwiltshire@broward.org

<u>FOR LICENSEE</u>: Carnival Corporation 3655 NW 87th Avenue Miami, Florida 33178 ATTN: William Burke, Chief Maritime Officer Email: WBurke@Carnival.com *Copy to:* Arnaldo Perez, General Counsel Email: aperez@carnival.com

9. <u>Venue; Choice of Law; Jury Waiver</u>. It is mutually understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, where not preempted by applicable federal laws, rules, and regulations, and any controversies, legal disputes, or litigation arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed solely by the laws of the State of Florida. Licensee irrevocably submits to the jurisdiction of said court. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY SUCH LITIGATION.

10. <u>Indemnification</u>. Licensee shall at all times hereafter, and except for any negligent act of County or its employees, indemnify, hold harmless, and, at County Attorney's option, defend or pay for an attorney selected by County Attorney and consented to by Licensee as provided for herein, to defend County, Broward Sheriff's Office ("BSO"), and the officers, agents, servants, and employees of each entity, against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, caused, in whole or in part, by any negligent act or omission, recklessness, or wrongful conduct of Licensee, its employees, agents, servants, or officers, which accrues, results from, or relates to the subject matter of this Agreement, including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries, death, or damages sustained by any person or property.

Licensee shall have the right to consent to the selection of indemnification counsel, which consent shall not be unreasonably withheld, from a list of counsel approved by the County Attorney's office or the services of the County Attorney. Licensee shall be required to respond to any request for selection of indemnification counsel within three (3) business days from the date of notification of suit. Failure to timely respond by Licensee shall constitute a waiver of its right to a consent. Licensee shall have the right to provide input and recommendations to indemnification counsel on any matter relating to the litigation including any proposed settlement. County agrees to provide Licensee with prompt notice of any claim, demand, or cause of action and will cooperate with Licensee as indemnification counsel may reasonably request.

The provisions of this section shall survive the expiration or earlier termination of this Agreement until the expiration of any applicable statute of limitations for any such claim, demand, cause of action, or proceeding of any kind.

11. <u>Third-Party Beneficiaries</u>. Other than individuals and entities expressly referenced in this Agreement (including the Exhibits incorporated herein) as to which Licensee has an obligation, neither County nor Licensee intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no other third-party beneficiaries to this Agreement and that no other third party will be entitled to assert a right or claim against either of them based upon this Agreement.

12. <u>Sovereign Immunity</u>. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes.

13. <u>Regulatory Capacity</u>. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

14. <u>Representation of Authority</u>. Carnival Corporation and Holland America each represent and warrant that this Agreement constitutes its legal, valid, binding, and enforceable obligation, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Carnival Corporation or Holland America has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to either or both. Carnival Corporation and Holland America each further represent and warrant that execution of this Agreement is within their legal powers, and each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of their respective entity and does so with full legal authority.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Port Everglades Emergency Berth Access Agreement: Broward County, signing by and through its County Administrator, authorized to execute same pursuant to Section 8-53 of the Broward County Code of Ordinances, Chapter 252, Florida Statutes, other authorization from the Board of County Commissioners, and the currently operative Broward County and State of Florida Declarations of Emergency, and Carnival Corporation, signing by and through its \_\_\_\_\_\_, duly authorized to execute same, and HAL Antillen N.V., signing by and through its \_\_\_\_\_\_, duly authorized to execute same.

County

WITNESSES: gnature of Witness

ne of Wit

Signature of Witnes

Print Name of Witness

BROWARD COUNTY, by and through Its County Administrator

Bv Bertha Henry

County Administrator

day of 2020

Approved as to form by Andrew J. Meyers Broward County Attorney Port Everglades Department 1850 Eller Drive, Suite 502 Fort Lauderdale, Florida 33316 Telephone: (954) 523-3404 Telecopier: (954) 468-3690

4/2/2020 Βí

Michael J. Kerr Deputy County Attorney (Date)

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## PORT EVERGLADES EMERGENCY BERTH ACCESS AGREEMENT BETWEEN BROWARD COUNTY, CARNIVAL CORPORATION, AND HAL ANTILLEN N.V.

**Licensee** 

ATTEST:

Secretary

(Print/Type Name)

(Seal)

Carnival Corporation By\_ President or Vice-President

Arnaldo Perez, Senior Vice-President & General Course( (Print/Type Name and Title)

2 day of April , 2020.

<u>OR</u>

WITNESSES:

Signature

Prir

Signature

ENLIQUE MIGUEZ

Print/Type Name

#### PORT EVERGLADES EMERGENCY BERTH ACCESS AGREEMENT BETWEEN BROWARD COUNTY, CARNIVAL CORPORATION, AND HAL ANTILLEN N.V.

**Licensee** 

ATTEST:

Secretary

HAL Antillen N.V.

By-

President or Vice President

Print/Type Name and Title)

(Seal)

2nd day of April 2020.

<u>OR</u>

WITNESSES:

Signature

Print Name

Signature

Sandra Moreno

Print/Type Name

<sup>(</sup>Print/Type Name)

#### Exhibit A

#### Disembarkation of the Zaandam and Rotterdam

- No one shall be permitted to disembark either Vessel unless all members of the Unified Command have agreed in writing (which may include email) to the Carnival Plan, and all disembarkation shall strictly comply with the Carnival Plan.
- Carnival shall be responsible for coordinating and providing travel for any and all passengers to the FLL airport, a vehicle contracted by Carnival, or any other mode of conveyance expressly authorized in the Carnival Plan.
- Carnival shall fully cooperate with the Broward County Medical Examiner's Office, BSO, and CBP to address, investigate, and otherwise respond to any deaths on board the Vessel(s). Carnival shall provide plans for removal of deceased persons off the Vessels, which must be coordinated with the Medical Examiner's Office.
- BSO shall be present for all disembarkation, ground transportation, and departure of passengers and/or crew from the Vessels and, to the extent required under the Carnival Plan, from the FLL airport. The number and rank of BSO personnel assigned to these tasks shall be determined by BSO. For charter flights, passengers shall not enter any passenger terminal if staging may occur on the tarmac.
- In no event shall more than a total of fifteen (15) on-shore hospital beds in Broward County be utilized by Carnival or the passengers or crew of the Vessels (not including any medical facilities on the Vessels). This in no way restricts Carnival from utilizing medical resources outside of Broward County.

#### Payment of Costs

Carnival shall be responsible for paying all costs incurred by Carnival, any member of the Unified Command, Broward County, BSO, or any other government entity or local health care facility directly arising or resulting from the activities required or permitted under this Agreement or the Carnival Plan, including but not limited to: berthing costs; the cost of transporting for all disembarking passengers; the cost and expenses of the services provided by BSO in connection with the disembarkation and transportation of passengers; the cost of medical care provided to passengers and crew at any facility in Broward County (which are not otherwise covered or paid for by the person's medical or similar insurance); the cost of medi-evacuation of passengers and/or crew (which are not otherwise covered or paid for by the person's medical or similar insurance); costs incurred by the Florida Department of Health; and all costs associated with any deceased persons previously on board.

## Quarantine Order

Carnival acknowledges that the passengers and crew of the Vessels have been in places of community spread and are therefore subject to quarantine pursuant to Florida Governor DeSantis's Executive Order 20-82, as amended. Carnival will advise all passengers who disembark either Vessel that they must quarantine at home for 14 days (for Florida residents) or leave Florida immediately and self-isolate for not less than 14 days.

#### Use of County Employees or Equipment

Any use of Broward County employees or equipment requires prior consent and approval of the Port Director.

#### Which Passengers May Disembark

The Carnival Plan shall address which passengers and crew may disembark. For passengers with charter flights (there are no plans for any passenger to leave FLL by air other than by a charter flight), disembarkation shall be timed such that it occurs as close as possible to the flight departure time while still enabling the passenger or crew member to utilize the transportation arranged by Licensee.

## Exhibit B Carnival Plan

ms Rotterdam and ms Zaandam Repatriation Plan – Thursday 2 April 2020 1330ET 02Apr20 v24 – Includes Broward County edits and revises UK flight destination to LHR

## **Evolution objective:**

Repatriate more than 1,200 Fit for Travel passengers from ms Rotterdam and ms Zaandam via flights from FLL to the US and other countries. No crew will be leaving either ship. Any future plan to repatriate crew members will be addressed separately. The objective is to use charter flights to transport passengers to destinations or airline hubs. Specific flight details are being finalized. Other than those gravely sick (if any) as agreed by Company and Government Agency medical professionals, there is no intent to disembark sick passengers with COVID, flu-like, or respiratory symptoms. Carnival Corporation and Holland America Line intend to be fully transparent about our plans while placing no undue burden on the state of Florida, Broward County, the greater Fort Lauderdale community or Port Everglades. Carnival Corporation and Holland America Line will reimburse costs incurred by the County for support provided by Port Everglades and other County and Broward Sheriff's Office resources.

## **Considerations:**

Only well (medically fit for travel) passengers will be disembarked unless they require immediate hospital admission for severe illness. Any passengers with symptoms will not be allowed to disembark. All disembarkation will follow CDC guidelines for arriving travelers from level 3 locations (countries with high exposures to COVID). If passengers are symptomatic with acute respiratory illness, they will be retained onboard until well and determined as medically fit for travel per CDC recovery guidelines. Crew are not disembarking. If not travelling by a vehicle contracted by the Company directly home, passengers will board buses to the airport for charter flights.

## Current Medical Status (as of 01 April 2020 2300PT):

#### Passengers onboard

Ship	Zaandam	Rotterdam	Total
Guest count	442	808	1,250

## Passenger Health Status

A cumulative total of 107 passengers have reported influenza-like illness during the voyage. The majority had only mild illness and many are likely to be Fit for Travel for disembark.

Category	Zaandam	Rotterdam	Total
Hospitalized onboard with need for shoreside care	10 (2%)	3 (0.4%)	13 (1%)
For whom we have confirmed shoreside care	10	3	13
Current with symptoms*	13 (3%)	13 (1.6%)	26 (2%)
Expected Fit for Travel	419 (95%)	798 (98.8%)	1,211 (97%)

\* A number of these passengers may be deemed as Fit to Travel by their disembarkation date

### Crew Health Status (both ships)

A total of 143 crew have reported influenza-like illness during the voyage.

Category	Total (both
	ships)
Current with symptoms*	50 (4%)
Of whom are hospitalized onboard	1
with need for shoreside care	
Well	1,136 (96%)

\*Prior data incorrectly showed 36 – this does not represent an increase in cases

# Number of medevacs as of 02 April 2020 0730AM PT – 10 confirmed to Broward Health; 4 confirmed to Larkin.

#### 1. Passenger Health Screening:

Passenger health will be evaluated per CDC guidelines. Passenger health screening will be conducted by ship's medical personnel and four third party paramedics. All passengers will be placed in one of 2 categories: (1) Fit for Travel and (2) Not Fit for Travel. Fit for Travel means that the passenger answered 'no' to the questions in the screening questionnaire and does not have an elevated temperature. All other passengers will be considered Not Fit for Travel.

Based on categorization, the following process will be executed:

#### Fit for Travel

Passengers will:

• Complete an illness screening questionnaire that aligns with CDC airport screening from Level 3 countries prior to disembark (see below)

#### TODAY OR IN THE PAST 24 HOURS, HAVE YOU HAD ANY OF THE FOLLOWING SYMPTOMS?

SYMPTOM	YES/NO
Fever (100.4° F / 38° C or higher), felt feverish, or had chills?	🗌 Yes 🗌 No
New or worsening persistent (frequent or continuing) cough?	🗌 Yes 📄 No
New or worsening difficulty breathing?	🗌 Yes 📃 No

- Have their temperature taken by medical staff.
- Receive a 'Cleared to Debark' card after screening to present at gangway only individuals with this card will be allowed to disembark (form shown in the "Additional Information" section at the end of this document)
- Be given a copy of the CDC Health Alert for Coronavirus Disease 2019 (COVID-19), https://www.cdc.gov/coronavirus/2019-ncov/downloads/COVID19-Traveler-Info-Card.pdf
- Be instructed to wear facemasks at all times until arrival at final destination and instructed to go immediately into 14 days self-isolation upon arrival at home

• Transfer by a vehicle contracted by the Company or charter air (details below)

## Not Fit for Travel

Passengers will:

- For those with severe illness and critical care needs, be medevac'd as appropriate based on consultation between Company and Government medical professionals – Broward Health Medical Center has agreed to accept 10 patients under a recently executed Memorandum of Understanding, and Larkin Community Hospital has agreed to accept 4 patients. Ambulance services brokered by One Call Medical Transport.
- For those with ongoing *mild illness*, remain onboard in isolation. Once they recover and are deemed medically fit to travel by the shipboard physician, travel home per the Fit for Travel process above

## 2. Passenger Disembarkation Overview:

## Clearance for individuals Fit for Travel

All individuals deemed Fit for Travel will proceed to terminals upon arrival for processing by CBP as per normal procedures. Flow will be metered to avoid long lines and adhere to social distancing protocols. Security personnel will be positioned to ensure passengers return to the ship unless departing by vehicle contracted by the Company. Per recent CDC guidance, all passengers will be provided with a face mask to be worn during disembarkation, during transport to their charter flights, for the duration of the flight(s), and while taking ground transportation contracted by the Company until they reach their final destination.

- Passengers leaving by vehicle contracted by the Company on day of arrival will collect their checked luggage in the terminal and proceed through CBP clearance and be escorted to the vehicle contracted by the Company.
- Passengers flying out on charters the following day(s) will return to the ship and remain onboard until being transferred direct to tarmac for their flight. Transfers will leave 1.5- 2 hours prior to their flight time. Checked luggage for these guests will come off the ship and be placed in the terminal to be cleared by Customs. Once cleared by Customs, luggage will be placed in sealed luggage trucks overnight for direct loading onto the aircraft approximately 3 hours prior to the scheduled flight time.

As a precaution, Holland America will provide surgical masks and gloves to all involved shoreside partners during the disembarkation process. Masks and gloves will be available at the crew entrance location in each terminal.

## Clearance for individuals Not Fit for Travel (ongoing illness)

Individuals deemed Not Fit for Travel due to ongoing illness will stay onboard until recovered and deemed Fit for Travel. At that time they will be processed by CBP and cleared to disembark, and will follow travel protocols as described above for Fit for Travel individuals.

#### Individuals Not Fit for Travel (critical care needs)

Individuals deemed Not Fit for Travel due to requiring critical care will be cared for until they are transferred ashore or until they recover onboard.

## 3. Luggage Handling Overview:

Luggage collection onboard will be accomplished by only well crew members. Luggage to be sprayed with disinfectant spray by ship's housekeeping team prior to being offloaded. Luggage will be laid down in the terminals and sprayed a second time with disinfectant spray (Oxivir tb) by shore side sanitization team (ABC Cleaners) prior to Customs clearance. Once luggage is cleared by Customs, it will be loaded into trucks and delivered to FLL airport for charter passengers by Safeguard America, Inc. DBA America's Transportation.

## 4. Passenger Transportation Overview:

#### Charter Flights

Once cleared by CBP, individuals Fit for Travel will board buses by flight along with their carry-on luggage. As the buses are filled, each will depart for Fort Lauderdale International Airport. Buses will be escorted to the airport(s) by Broward Sheriff's Office or other law enforcement. All buses to be cleaned by ABC Cleaners between runs and prior to return to service and/or end of service. Passengers on charter flights will be transferred direct to tarmac to board the aircraft. Current charter flight plan (subject to final refinement) is as follows:

Date	Time	Origin	Destination	Passengers planned	TSA Screening Req'd?
03 April	1030	FLL	YYZ	243	No
03 April	1200	FLL	ATL	199	Yes
03 April	1330	FLL	SFO	236	Yes
03 April	1800	FLL	CDG, then FRA	260	No
04 April	0100	FLL	LHR	226	No

## Ground Transportation

Once cleared by CBP, individuals Fit for Travel will be assigned transportation to their home via vehicles contracted by the Company. These passengers will collect their luggage in the terminal after disembarkation and proceed to the designated pickup area, maintaining appropriate social distancing. Guests will be picked up and driven directly to their home destination. For Florida residents living north of Ocala, charter flights will be provided.

Commercial Flights

There are no plans to use commercial flights for any passengers.

### 5. Operational Plan and Timeline:

#### Thursday, 02 April 2020

- 1300 ms Zaandam arrives at pilot pickup point and boards pilot who wears appropriate PPE (see "Additional Information" at the end of this document).
- 1330 ms Rotterdam arrives at pilot pickup point and boards pilot who wears appropriate PPE.
- 1400 ms Zaandam arrives at Terminal 21 in Port Everglades. Disembarkation health screening of individuals begins onboard.
- 1430 ms Rotterdam arrives at Terminal 19 in Port Everglades. Disembarkation health screening of individuals begins onboard.
- 1430 Luggage offload from ms Zaandam begins
- 1500 Luggage offload from ms Rotterdam begins
- 1500 Agreed medevacs from Zaandam to take place by private ambulance to the Broward Health Medical Center, 1600 S. Andrews Avenue, Fort Lauderdale, FL 33316. The company will cover the costs for all services provided.
- 1600 Private vehicles at terminals for Florida residents being transported home via ground transportation (38).
- 1600 CBP clearance for ms Rotterdam Fit for Travel passengers begins; those passengers departing by ground transportation will be picked up or provided vehicles. All other passengers will return to the ship until their bus departure time.
- 1630 CBP clearance for ms Zaandam Fit for Travel passengers begins; those passengers departing by ground transportation will be picked up or provided vehicles. All other passengers will return to the ship until their bus departure time.
- 2000 (Target time) CBP clearance for Fit for Travel passengers completed for both ships.
- TBD Medical examiner and BSO to attend to Zaandam for removal of deceased. Offload approval paperwork has been prepared and will be submitted once arrival authorization is received. Details to be coordinated between the cruise line and Medical Examiner's Office.

#### Friday, 03 April 2020

0730 Buses positioned alongside Port Everglades Terminal 19 and 21 for transport to FLL for YYZ flight.

- 0800 Cleared passengers for YYZ charter flight (243 planned) to leave ship and board buses. Charter flight scheduled for 1030. Charter Company: Volanteus, Carrier: Eastern Air Lines, Flight Number: EAL212. Social distancing practices in force, all wearing masks. 26 guests per bus.
- 0900 YYZ charter flight buses depart for FLL.
- 0900 Buses positioned alongside Port Everglades Terminal 19 and 21 for transport to FLL for ATL flight.
- 0930 YYZ charter buses offload passengers direct to aircraft on tarmac.
- 0930 Cleared passengers for ATL charter flight (199 planned) to leave ship and board buses. Charter flight scheduled for 1200. Charter Company: Volanteus, Carrier: Eastern Air Lines, Flight Number: EAL209. Social distancing practices in force, all wearing masks. 26 guests per bus.
- 1030 ATL charter flight buses depart for FLL.
- 1030 YYZ charter flight departs.
- 1030 Buses positioned alongside Port Everglades Terminal 19 and 21 for transport to FLL for SFO flight.
- 1100 Cleared passengers for SFO charter flight (236 planned) to leave ship and board buses. Charter flight scheduled for 1330. Charter Company: Volanteus, Carrier: Eastern Air Lines, Flight Number: EAL267. Social distancing practices in force, all wearing masks. 26 guests per bus.
- 1100 ATL charter buses offload passengers direct to aircraft on tarmac.
- 1200 SFO charter flight buses depart for FLL.
- 1200 ATL charter flight departs.
- 1230 SFO charter buses offload passengers direct to aircraft on tarmac.
- 1330 SFO charter flight departs.

- 1500 Buses positioned alongside Port Everglades Terminal 19 and 21 for transport to FLL for CDG flight.
- 1530 Clear passengers for CDG flight (260 planned) to leave ship and board buses. Charter flight scheduled for 1800. Charter Company: Volanteus, Carrier: Evelop, Flight Number: EVE7603. Social distancing practices in force, all wearing masks. 26 guests per bus.
- 1630 CDG charter flight buses depart for FLL.
- 1700 CDG charter buses offload passengers direct to aircraft on tarmac.
- 1800 CDG charter flight departs.
- 2200 Buses positioned alongside Port Everglades Terminal 19 and 21 for transport to FLL for LHR flight.
- 2230 Clear passengers for LHR flight (226 planned) to leave ship and board buses. Charter flight scheduled for 0100. Charter Company: Volanteus, Carrier: Privilege Style, Flight Number: PVG6886. Social distancing practices in force, all wearing masks. 26 guests per bus.
- 2330 LHR charter flight buses depart for FLL.

#### Saturday, 04 April 2020

- 0000 LHR charter buses offload passengers direct to aircraft on tarmac.
- 0100 LHR charter flight departs.
- **Notes:** We are planning to repatriate the majority of Fit for Travel individuals by early Saturday morning. The only exception may be a few individuals whose home countries will not accept inbound citizens. These guests will be flown on the Atlanta or San Francisco charter flights on Friday.

Requesting that the ships stay in the respective or nearby berths at PEV until the afternoon of Saturday, 04 April 2020

## 6. Additional Information and Points of Contact:

Advance Notices of Arrival were sent on 30 March.

Terminal 2 and 4 Berth Requests were submitted on 31 March (PEV requested the move to 19 and 21 on 01 April)

Meet & Greet – SMS, Christopher Blanchard, cblanchard@sms.com.mt, cell: (786) 340-3795

Bus operator for Rotterdam – Academy, contact: Eddie Paparne, epaparne@academybus.com, cell: (201)725-5298

Bus Operator for Zaandam – Safeguard America, Inc. DBA America's Transportation, contact: Steven Masdeu, StevenMasdeu@bellsouth.net, cell: (305) 972-1692

Melissa Melchior – Holland America Group, Senior Manager Guest Logistics: (661) 542-3129)

Donna Silvera-Barnett – Holland America Group Manager, Port Operations. (954) 802-7069)

Fleet Operations Center: (206) 626-9600

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## **Disembarkation Clearance Card**

Date: April 2<sup>nd</sup>, 2020 Ship: Rotterdam

The guest in possession of this card has been cleared to disembark the vessel.

## Ship Medical Capabilities

Ships have medical centers and are staffed with physicians and nurses with experience in managing life support and ventilated patients. All ship doctors are experienced in Emergency Medicine, and specifically in providing ICU care, including the management of critically unwell and ventilated patients.

- Zaandam: Medical capability was enhanced in the last few days with two additional doctors:
  - 4 Medical Doctors and 5 Nurses
- Rotterdam:
  - 2 Doctors and 3 Nurses

Ships have access to telemedicine providers including critical care specialists. Ship's medical center has ICU capabilities for 1-2 ventilated patients. Emergency equipment available on board has been supplemented with additional supplies that arrived on a rescue flight, bringing the total on board Zaandam to:

- 6 Ventilators. 2 Additional ventilators available on Rotterdam.
- 2 Transport ventilators
- 5 Oxygen concentrators
- 8 Nebulizers on board
- 1 Extra Blood analyzer
- Extra oxygen 20 x MOX40 from Panama
- Extra 9xMOX40 (from Rotterdam). Rotterdam also has 10x MOX 40
- Additional infrared thermometers
- ICU medications supplemented in additional supplies brought over from Rotterdam (Propofol, Ketamine) & various other ICU Drugs

Regarding the current situation, we have calculated that we have sufficient supply on board both ships for the patients currently admitted. However, if we have additional admissions during the next 48 hours, there may be a risk of the supply being depleted simply because it is a finite amount. We have also ordered oxygen from our shoreside vendor which will be ready on our arrival to restock shipboard supply.

## **Pilot Procedures**

Pilots will wear regular "surgical" facemasks and wash hands frequently and thoroughly or use hand sanitizer. The ships will place hand sanitizer in the areas that they will work in such as the forward and aft mooring stations and the bridge. Pilots should be informed to maintain a distance of at least 2m or 6ft whenever possible from crew. Pilots with respiratory symptoms or fever should not board the ship. Only healthy crew from the ships will be participating in the operations. They will have health screening done by the ship's medical staff prior to the operations to ensure they have no symptoms of coronavirus. Pilots should avoid cross contamination between all persons by avoiding contact with shared objects such as pens, ID Cards, clipboards and papers. One pilot will pilot the Zaandam both in and out and another pilot will pilot the Rotterdam both in and out. They will pilot no other ships in the interim and both will then self-isolate for 14 days. An appropriate waste receptacle will be provided for Pilot PPE upon departure from the ship.