

## **Background**

The U.S. Environmental Protection Agency's Office of Transportation and Air Quality (EPA) previously announced that it was seeking to partner with a seaport to coordinate research and modeling covering port-related operations, technologies, and growth scenarios. EPA received a letter of interest from Broward County's Port Everglades (PEV), located in Broward County, Florida.

Port Everglades is #10 by volume among mainland U.S. container ports, and it is the largest container port in Florida with nearly 7.0 million tons of containerized cargo moving through the Port in Fiscal Year 2015. The Port is among the top 3 cruise ports in the world for multi-day total passengers – 3.622 million multi-day in FY2015, and receives, stores, and distributes refined petroleum products for 12 Counties and 3 International Airports in South Florida. About one-third of Florida's fuel needs are met by petroleum stored/distributed by companies at Port Everglades

Through this partnership, EPA and PEV agree to work together to develop baseline and future year emission inventories and to evaluate various effective technology and operational strategy scenarios for seaports. Since PEV does not currently have a baseline year emissions inventory, the Port has invested its resources to develop a 2015 inventory. EPA will serve in an advisory role in the development of this baseline year inventory. This partnership is intended to help EPA and PEV understand the Port's progress to date and what opportunities are available in the future to improve environmental performance. This work should also inform future methods, lessons learned, and practical examples to share with other ports, related agencies, and stakeholders to support sustainable development.

## **Purpose**

This non-binding Agreement provides a framework for cooperation and documents the respective roles of the EPA and PEV with regard to data preparation, strategies development, activity and emissions analysis.

## **Statutory Authority**

The statutory authority to enter into this partnership agreement is the Clean Air Act §103(a), 42 U.S.C. 7403(a).

## **Principles of Agreement**

The EPA and PEV intend to coordinate their individual efforts to accomplish the objectives and tasks. This voluntary Agreement expresses the good-faith intentions of the parties, is not intended to be legally binding, and is not enforceable by any party. This Agreement does not apply to any person outside of EPA or PEV. This Agreement does not create any enforceable right or benefit, substantive or procedural, by persons who are not party to this Agreement.

This Agreement is not a financial commitment and does not obligate EPA or PEV to expend appropriations or incur financial obligations. Both parties agree not to submit a claim for compensation for services rendered in connection with activities in this Agreement. All commitments made by EPA and PEV in this Agreement are subject to the availability of appropriated funds. This Agreement does not exempt PEV from EPA policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

This Agreement confirms that the project is conducted as initially represented, and allows EPA to use the underlying data, information, materials and documentation produced, perpetually without restriction. EPA and PEV respect the privacy and confidentiality of the terminal operators at PEV, and EPA will not receive confidential business information or terminal-specific information.

## **Responsibilities of Each Party to this Agreement**

The following responsibilities are identified for each party to this Agreement.

EPA intends to:

- Develop emission reduction scenarios and inventories for the PEV jurisdictional boundary for future analysis years
- Develop separate emissions estimates for certain mobile source corridors outside the PEV jurisdictional boundary (e.g., a rail and roadway corridor that extends 1-10 kilometers from PEV's boundary)
- Develop and document methods, lessons learned, and practical examples that EPA can potentially share with other ports, related agencies, and stakeholders
- Support the development of PEV's emissions inventory through participation in the Technical Working Group
- Review and comment on PEV's work assignment task deliverables

PEV intends to:

- Develop an activity-based inventory for PEV's facilities and operations
- Support the development of EPA's emissions inventories and analyses through participation in the Technical Working Group
- Provide technical and policy support to EPA's project activities

Ongoing coordination and communication is expected and intended to support each of the party's responsibilities.

Signatures below by the primary representative for each party indicate that the parties agree on the items listed in the Agreement.

\_\_\_\_\_ Date: \_\_\_\_\_

Karl Simon, Division Director  
Transportation and Climate Division  
Office of Transportation and Air Quality  
U.S. Environmental Protection Agency

\_\_\_\_\_ Date: \_\_\_\_\_

Steven M. Cernak, P.E., PPM  
Chief Executive and Port Director  
Broward County's Port Everglades