

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 14, 2010 ☒ **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Receive and File** the executed grant agreement with Florida Power & Light Company (FPL) to receive \$193,116 for the Radiological Emergency Preparedness (REP) Program; of the Division of Emergency Management for the period of October 1, 2010 – September 30, 2012.

Summary: Florida Power & Light Company will provide Palm Beach County \$193,116 over two years, for the Palm Beach County Division of Emergency Management REP Program, in accordance with U.S. Nuclear Regulatory Commission Provision (NRC) 10 CFR Pars 50 and 70, NCR guidance document NUREG 0654 and Florida Statutes 252. The FPL Grant will continue to fund a planner position that oversees the REP program and related expenses. There is no cash match required and the agreement is eligible for renegotiation every two (2) years. Resolution R-2001-0217 authorizes the County Administrator or his designee to execute grant contracts with FPL. **No County match is required. Countywide (GB)**

Background and Policy Issues: The State Comprehensive Emergency Management Plan Annex R identifies Palm Beach County to be in the Ingestion Pathway Zone (IPZ) risk area and designates us as a “host county” responsible for receiving, monitoring and sheltering evacuees in the event of a radiological emergency at the St. Lucie Nuclear Power Plant. Federal and state legislation require Florida Power and Light Company to compensate government agencies for all radiological emergency preparedness activities, including planning, training and exercise drills.

Attachments

- ## 1) Grant Agreement with FPL

Recommended by: Robert Menendez 8/27/10
Department Director Date

Approved By: Vincent Bonvanto 8/27/10
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs		96,558	96,558		
External Revenues		(96,558)	(96,558)		
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact		-0-	-0-		

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included In ^{Proposed} Current Budget? Yes X No

Budget Account Exp No: Fund 1439 Department 662 Unit 7180 Object Various
Rev No: Fund 1439 Department 662 Unit 7180 Object 6600

B. Recommended Sources of Funds/Summary of Fiscal Impact:

FPL Grant – Radiological Emergency Preparedness Program

Departmental Fiscal Review: Stephanie Lejnska 8/19/10

III. REVIEW COMMENTS


A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Handwritten signature]
OFMB *Nyc* 8-30-10 8/30/10
Sp.

Dr. J. Smith 8/31/10
Contract Administration

B. Legal Sufficiency:

Legal Sufficiency:

 9/11/10

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**AGREEMENT BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
THE COUNTY OF PALM BEACH**

This Agreement is between Florida Power & Light Company (hereinafter "Company"), and the County of Palm Beach (hereinafter "County").

I. PURPOSE

- A. Certain responsibilities have been defined by the U.S. Nuclear Regulatory Commission (hereinafter "NRC") in certain provisions of 10 CFR Parts 50 and 70 and in the NRC guidance document NUREG 0654, FEMA-REP-1, Revision 1, "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants." There exists a possibility of duplication of effort in meeting those responsibilities by the Company and County. The resulting increased financial burden on taxpayers and consumers can be avoided by the development of a cooperative relationship between state and local public agencies and the nuclear power utility. The County is authorized, in Sections 252.35 and 252.60 of Florida Statutes, to participate in such cooperative relationships and is further authorized, in Section 252.37 of Florida Statutes, to accept services, equipment, supplies, materials, or funds for emergency management. The purpose of this Agreement is to define certain aspects of the relationship between the County and the Company.
- B. The NRC regulations and guidance cited above are incorporated as requirements in this Agreement by reference. All activities that are the subject of the Agreement shall comply with those requirements (hereinafter "Federal Emergency Preparedness Requirements").

II. BUDGET

The parties have agreed to the Work Scope and Funding attached hereto and incorporated herein as Exhibit A. Said budget provides that the County will require the sum of dollars specified in Exhibit A to carry out its responsibilities hereunder.

III. PAYMENT

Upon execution of this Agreement and receipt of associated invoicing, the Company shall make equal semi-annual advances to the County as described in Exhibit A. Expenditures by the County shall be based upon the approved budget attached hereto and incorporated herein.

IV. TITLE TO EQUIPMENT

Any equipment purchased by the County under this Agreement shall be the property of the County. This equipment is to be used for the activities described herein for the term of this Agreement and subsequent agreements between the parties. Upon termination of the agreements and cessation of the County's activities, the equipment will remain the property of the County.

V. INTEREST

The unexpended portion of advance payments to the County shall be invested in an interest bearing account in accordance with applicable county regulations, if any. At the end of the term agreement period, the County shall either refund all unexpended funds to Company or reflect all remaining interest earned as funds carried forward and apply such funds to any additional term of this agreement, as appropriate.

VI. AUDIT

- A. The County shall (at any time during normal business hours and with five business days advance notification) make available for examination, to the Company and any of its duly authorized representatives, all of the records and data with respect to all matters covered by this Agreement. The County shall permit the Company and its designated authorized representatives to audit and inspect all costs and supporting documentation for all matters covered by this Agreement. The County shall provide an annual audited financial statement at the end of the Agreement period.
- B. The County shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three years after the date of submission of the final expenditure report. Or, if an audit has been initiated during the term of this Agreement and audit findings have not been resolved, the records shall be retained until resolution of the audit findings. In addition, the County shall maintain time and attendance records for all salary costs charged to this Agreement.

VII ASSIGNMENT

The County may assign the right to accept services, equipment, supplies, materials, or funds to any appropriate local governing body or agency.

VIII TERMS OF AGREEMENT

- A. The term of this Agreement is October 1, 2010 to September 30, 2012, unless sooner terminated in accordance with Paragraph B of this Article.
- B. Either party may terminate this Agreement in whole or in part without cause, by providing sixty (60) days notice in writing to the other party. Upon termination of this Agreement, all unexpended funds shall be returned to the Company and an audit may be performed in accordance with Article VI of this Agreement.
- C. The County agrees to be bound by the provisions included in the Standard Conditions attached to and incorporated by reference in this Agreement.

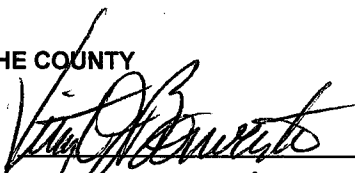
IX. MODIFICATIONS

Any modifications to this Agreement shall be in writing and signed by both parties. In the event the statutes, rules, regulations, or plans applicable to this Agreement are revised, voided, or rescinded, the parties agree to consider reasonable modifications to this Agreement.

By their signatures below, the following officials have agreed to these terms and conditions.

FOR THE COUNTY

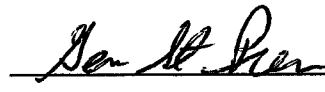
By:



Vincent J. Boudeno
(Type or Print Name)
Public Safety Director
(Title)
8/18/10
(Date)
8/18/10

FOR THE COMPANY

By:



Gene F. St. Pierre
(Type or Print Name)
V.P Fleet Organizational Support
(Title)

(Date)

STANDARD CONDITIONS

1. Extension of this Agreement shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Company.
2. All bills for fees or other compensation for services or expenses shall be retained and have sufficient detail for a proper audit.
3. Pursuant to Section 216.347, Florida Statutes, the County agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature or a State agency.

EXHIBIT A
Work Scope and Funding

I. Work Scope:

The County shall be responsible for participation in the following radiological emergency planning and preparedness activities:

- A. The County's responsibilities shall include coordination with the Company in the development, maintenance and implementation of an emergency preparedness program in support of the Company's nuclear power program. The County shall perform those actions associated with maintaining emergency preparedness as described in the Federal Emergency Preparedness Requirements and implemented in Annex A of the State Comprehensive Emergency Management Plan and other implementing procedures. The County agrees to implement these requirements professionally and successfully in maintaining the County in a state of readiness.
- B. The County shall maintain current radiological emergency plans and implementing procedures for the County as required by Federal Emergency Preparedness Requirements.
- C. County personnel assigned emergency response duties shall successfully complete radiological emergency training as required by Federal Emergency Preparedness Requirements and Chapter 15 of Annex A of the State Comprehensive Emergency Management Plan. Documentation of training shall be maintained and made available for inspection upon the request of the Company.
- D. The County shall participate in Radiological Preparedness and Response exercises and the evaluation thereof.
- E. The Company shall furnish to the County copies of Federal Emergency Preparedness Requirements and any revisions thereto within 90 days following enactment.
- F. The County shall invoice the Company per the funding section of this Agreement. The County shall include a financial report that provides the status of the expenditures covered by the Agreement current at time of billing.

II. Funding

Funding will be provided to the County by the Company to enable the County to carry out its responsibilities above, comply with Federal Emergency Preparedness Requirements, and carry out the provisions of the emergency plan mandated thereby.

The parties have agreed to the funding amounts as detailed below. The funding provides that the County will require the sum of \$96,558 for fiscal year 2010/2011 and \$96,558 for fiscal year 2011/2012 to carry out their responsibilities hereunder.

The Company shall pay the County, upon invoice, an annual amount not to exceed the amount specified below for the reimbursement of costs incurred in the performance of duties associated with maintaining radiological emergency preparedness for the County. Such costs shall only include reasonable and necessary costs associated with maintenance of radiological emergency preparedness for the County.

Fiscal Year October 2010 through September 2011	\$ 96,558.00
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Fiscal Year October 2011 through September 2012	\$ 96,558.00
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NOT TO EXCEED AMOUNT	\$ 193,116.00
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Upon receipt of a County invoice in October and April of each year, the Company shall advance 50% of that fiscal year's budget amount to the County. For each year covered under this agreement, the Company shall provide funding to the County semi-annually in the same manner.

The County agrees that funds needed for the correction of any "deficiency," as defined by the Federal Emergency Preparedness Requirements, in the County's plans or program will be offset with existing funds from the current approved budget. Funds necessary to implement changes required by the Federal Emergency Preparedness Requirements, Annex A of the State Comprehensive Emergency Management Plan, or local operating procedures will be offset with existing funds to the extent practical. The Company and County shall review and agree on any supplemental funds that may be necessary to meet the change.

In the event the Company and County are unable to resolve differences regarding funding for preparation, testing and implementation of radiological emergency response activities, the parties shall first meet to resolve the dispute. If informal meetings are unsuccessful in resolving the issues, any dispute or controversy between the parties arising out of or in connection with this agreement must be submitted, by either party, to final and binding arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall be responsible for its attorneys' fees and costs incurred in the arbitration. The arbitrator's fees shall be paid in equal parts by the parties unless the award shall specify a different division of the fees. Venue for arbitration proceedings brought hereunder shall lie in Palm Beach County, Florida.

The Company shall be responsible for providing all funding under this Agreement to the County.

At the end of the term of this Agreement, the County shall either refund all unexpended funds to Company or reflect all remaining interest earned as funds carried forward and apply such funds to any additional term of this Agreement, as appropriate. The County and the Company may also discuss alternatives for disposition of excess funds, provided, however, that such alternatives shall be effective only upon execution of an agreement in writing by the County and the Company.

EXHIBIT A
RADIOLOGICAL EMERGENCY PREPAREDNESS
BUDGET & SCOPE OF WORK
Fiscal Years 2010-2011 & 2011-2012
Palm Beach County

	FY 2010-2011	FY 2011-2012
Salary & Benefits	\$ 84177.15	\$ 83889.50
Operating Expenses (training & materials)	\$ 12380.85	\$ 12668.50
Total	\$ 96,558.00	\$ 96,558.00