

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

Meeting Date: April 6, 2021

Consent
 Ordinance

Regular
 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 receive and file: an executed agreement with Florida Power & Light Company (FPL) to receive \$250,000 for the Radiological Emergency Preparedness (REP) Program of the Division of Emergency Management for the period October 1, 2020, through September 30, 2022.

Summary: FPL will provide Palm Beach County \$250,000 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 Parts 50 and 70, NRC guidance documents NUREG 0654 and Florida Statute, Chapter 252. The FPL agreement will continue to fund an Emergency Management Specialist III position (pay grade 38) that oversees the REP program, which includes planning, training, and exercises. The agreement is renewed every two (2) years, and this year the agreement required additional time to complete due to extensive revisions necessary for incorporation of updated standard County contract provisions. This agreement was executed in accordance with Agenda Item 3X-9 dated November 20, 2018, which authorized the County Administrator or designee to execute future agreements with FPL for this purpose. **No County match is required. Countywide** (LDC)

Background and Justification: 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 FPL to compensate government agencies for all radiological emergency preparedness activities, including planning, training, and exercises. The County's REP program has been funded for over 20 years through renewal of this agreement.

Attachments:

- 1. Agreement with FPL

Recommended By: *Sejnowka* 3/3/21
Department Director Date

Approved By: *W. Baker* 3/19/21
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

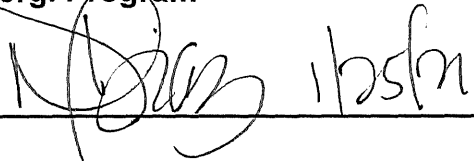
Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	125,000	125,000	_____	_____	_____
External Revenues	(125,000)	(125,000)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0</u>	<u>0</u>	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

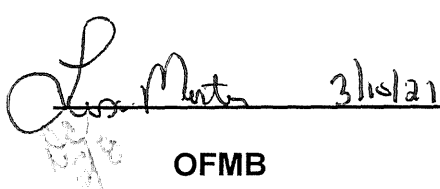
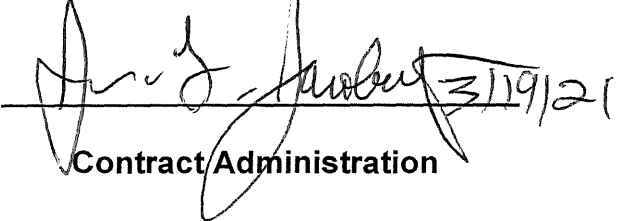
Budget Account Exp No: Fund 1439 Department 662 Unit 7180 Object Various
 Rev No: Fund 1439 Department 662 Unit 7180 Source 6694

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Grant: Radiological Emergency Preparedness Grant
 Fund: Radiological Emergency Preparedness-FPL
 Unit: Radiological Emerg. Program

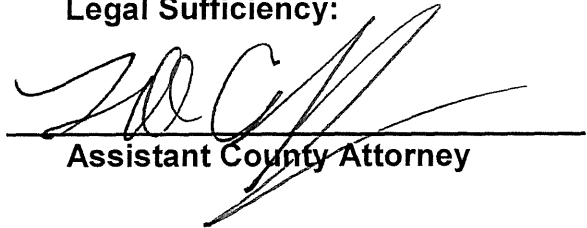
Departmental Fiscal Review: 

II. REVIEW COMMENTS

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

 3/15/21 LM
 OFMB 3/9  3/19/21
 Contract Administration

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Palm Beach County
Emergency Operations Center
20 S Military Trail
West Palm Beach FL, 33415

1/4

January 12, 2021

- Four (4) SIGNED ORIGINALS of the Florida Power and Light - Palm Beach County Agreement for the County's Radiological Emergency Preparedness Program
- For approval and signature by the Palm Beach County Board of County Commissioners
- Two (2) FINAL SIGNED ORIGINALS to be retained by Palm Beach County
- Two (2) FINAL SIGNED ORIGINALS to be returned to Florida Power and Light

RECEIVED

JAN 12 2021

PALM BEACH COUNTY
EMERGENCY MANAGEMENT

**AGREEMENT FOR
Radiological Emergency Preparedness Program
(AGREEMENT No. _____)**

1 This AGREEMENT is made as of the 14th day of April, 2021, by and
2 between Palm Beach County, a Political Subdivision of the State of Florida, by and
3 through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida
4 Power and Light Company, 700 Universe Blvd. Juno Beach FL, 33408, a corporation
5 authorized to do business in the State of Florida, hereinafter referred to as the UTILITY.
6
7

8 **PURPOSE**
9

10 Certain responsibilities have been defined by the U.S. Nuclear Regulatory Commission
11 (hereinafter "NRC") in certain provisions of 10 CFR Parts 50 and 70 and in the NRC
12 guidance document NUREG 0654, FEMA-REP-1, Revision 1, "Criteria for Preparation
13 and Evaluation of Radiological Emergency Response Plans and Preparedness in Support
14 of Nuclear Power Plants." There exists a possibility of duplication of effort in meeting
15 those responsibilities by the UTILITY and COUNTY. The resulting increased financial
16 burden on taxpayers and consumers can be avoided by the development of a cooperative
17 relationship between state and local public agencies and the nuclear power utility. The
18 COUNTY is authorized, in Sections 252.35 and 252.60 of Florida Statutes, to participate
19 in such cooperative relationships and is further authorized, in Section 252.37 of Florida
20 Statutes, to accept services, equipment, supplies, materials, or funds for emergency
21 management. The purpose of this AGREEMENT is to define certain aspects of the
22 relationship between the COUNTY and the UTILITY.
23

24 The NRC regulations and guidance cited above are incorporated as requirements in this
25 AGREEMENT by reference. All activities that are the subject of the AGREEMENT shall
26 comply with those requirements (hereinafter "Federal Emergency Preparedness
27 Requirements").
28

29 In consideration of the mutual promises contained herein, the COUNTY and the UTILITY
30 agree as follows:
31

32 **ARTICLE 1 - SERVICES**
33

34 The COUNTY shall be responsible for participation in the following Radiological
35 Emergency Preparedness (REP) activities:
36

- 37 A. The COUNTY'S responsibilities shall include coordination with the UTILITY in the
38 development, maintenance and implementation of an emergency preparedness
39 program in support of the UTILITY's nuclear power program. The COUNTY shall
40 perform those actions associated with maintaining emergency preparedness as
41 described in the Federal Emergency Preparedness Requirements and

42 implemented in Annex A of the State Comprehensive Emergency Management
43 Plan and other implementing procedures. The COUNTY agrees to implement
44 these requirements professionally and successfully in maintaining the COUNTY in
45 a state of readiness.

46
47 B. The COUNTY shall maintain current radiological emergency plans and
48 implementing procedures for the COUNTY as required by Federal Emergency
49 Preparedness Requirements.

50
51 C. COUNTY personnel assigned emergency response duties shall successfully
52 complete radiological emergency training as required by Federal Emergency
53 Preparedness Requirements and Chapter 15 of Annex A of the State
54 Comprehensive Emergency Management Plan. Documentation of training shall be
55 maintained and made available for inspection upon the request of the UTILITY.
56

57 D. The COUNTY shall participate in Radiological Preparedness and Response
58 exercises and the evaluation thereof.

59
60 E. The UTILITY shall furnish to the COUNTY copies of Federal Emergency
61 Preparedness Requirements and any revisions thereto within ninety (90) days
62 following enactment.
63

64 F. The COUNTY shall invoice the UTILITY per the funding section of this
65 AGREEMENT. The COUNTY shall, upon written request of the a financial report
66 that provides the status of the expenditures covered by the AGREEMENT current
67 at time of billing.
68

69 **ARTICLE 2 - ORDER OF PRECEDENCE**

70
71 Conflicting provisions hereof, if any, shall prevail in the following descending order of
72 precedence: (1) the provisions of this AGREEMENT; (2) Florida State Statute 252.60; (3)
73 44CFR350 - FEMA REP Program Manual, December 2019.
74

75 **ARTICLE 3 - SCHEDULE**

76
77 The AGREEMENT shall commence on October 1, 2020, and terminate on September 30,
78 2022.
79
80
81
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86

87 **ARTICLE 4 - PAYMENTS**

88
89 Funding will be provided to the COUNTY by the UTILITY to enable the COUNTY to
90 carry out its responsibilities above, comply with Federal Emergency Preparedness
91 requirements, and carry out the provisions of the emergency plan mandated thereby.

92 The parties have agreed to the funding amounts as detailed below. The funding provides
93 that the COUNTY will require the sum of \$125,000 for fiscal year 2020/2021 and
94 \$125,000 for fiscal year 2021/2022 to carry out their responsibilities hereunder.

95 The UTILITY shall pay the COUNTY, upon invoice, an annual amount not to exceed
96 the amount specified below for the reimbursement of costs incurred in the performance
97 of duties associated with maintaining radiological emergency preparedness for the
98 COUNTY. Such costs shall only include reasonable and necessary costs associated
99 with maintenance of radiological emergency preparedness for the COUNTY:

100	Fiscal Year October 2020 through September 2021	\$ 125,000.00
101	Fiscal Year October 2021 through September 2022	\$ 125,000.00
102	NOT TO EXCEED AMOUNT	\$ 250,000.00

103 Upon receipt of a COUNTY invoice in October and April of each year, the UTILITY shall
104 advance 50% of that fiscal year's budget amount to the COUNTY. For each year
105 covered under this AGREEMENT, the UTILITY shall provide funding to the COUNTY
106 semi-annually in the same manner.

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

115 At the end of the term of this AGREEMENT, the COUNTY shall reflect all remaining
116 unused funds as funds carried forward and apply such funds to any additional term of
117 this AGREEMENT, as appropriate.

118 Pursuant to Section 216.347, Florida Statutes, the COUNTY agrees that no funds from
119 this AGREEMENT will be expended for the purpose of lobbying the Legislature or a
120 State agency.

121 The UTILITY shall be responsible for providing all funding under this AGREEMENT to
122 the COUNTY.

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126

127 **ARTICLE 5 – ACCESS AND AUDITS**

128

129 The County shall, at any time during normal business hours and with five (5) business
130 days advance notification, make available for examination to UTILITY and any of its duly
131 authorized representatives, all of the records and data with respect to all matters covered
132 by this AGREEMENT. The COUNTY shall, upon written request of the UTILITY, provide
133 an annual audited financial statement at the end of the AGREEMENT period.

134

135 The COUNTY shall retain all financial records, supporting documents, statistical records,
136 and any other documents pertinent to this AGREEMENT for a period of three (3) years
137 after the date of submission of the final expenditure report. Or, if an audit has been
138 initiated during the term of this AGREEMENT and audit finding have not been resolved,
139 the records shall be retained until resolution of the audit findings. In addition, the
140 COUNTY shall maintain time and attendance records for all salary costs charged to this
141 AGREEMENT.

142

143 Palm Beach County has established the Office of the Inspector General in Palm Beach
144 County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's
145 authority includes but is not limited to the power to review past, present and proposed
146 County contracts, transaction, accounts and records, to require the production of records,
147 and to audit, investigate, monitor, and inspect the activities of the UTILITY, its officers,
148 agents, employees, and lobbyists in order to ensure compliance with contract
149 requirements and detect corruption and fraud.

150

151 Failure to cooperate with the Inspector General or interfering with or impeding any
152 investigation shall be in violation of Palm Beach County Code, Section 2-421 -2-440, and
153 punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second
154 degree misdemeanor.

155

156 **ARTICLE 6 - TERMINATION**

157

158 This AGREEMENT may be terminated by the UTILITY upon sixty (60) days' prior written
159 notice to the COUNTY in the event of substantial failure by the COUNTY to perform in
160 accordance with the terms of this AGREEMENT through no fault of the UTILITY.

161

162 Either party may terminate this AGREEMENT in whole or in part without cause, by
163 providing sixty (60) days' notice in writing to the other party.

164

165 **ARTICLE 7 – PERSONNEL**

166

167 The COUNTY shall maintain personnel with the appropriate training and proficiency in
168 the field of Radiological Emergency Preparedness (REP) as defined by the Federal
169 Emergency Management Agency (FEMA) needed to perform work stated herein. The
170 COUNTY warrants that all services shall be performed by skilled and competent
171 personnel to the highest professional standards in the field.

172

173 **ARTICLE 8 - SUBCONTRACTING**

174
175 To complete its responsibilities, the COUNTY reserves the right to use qualified contract
176 labor if and when necessary.
177

178 **ARTICLE 9 - FEDERAL AND STATE TAX**

179
180 The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The
181 COUNTY will provide an exemption certificate upon request.
182

183 **ARTICLE 10 - AVAILABILITY OF FUNDS**

184
185 The COUNTY'S performance and obligation to complete the COUNTY's responsibilities
186 under ARTICLE - 1 SERVICES is contingent upon the UTILITY'S payments as outlined
187 in ARTICLE 4 - PAYMENTS.
188

189 **ARTICLE 11 - INSURANCE REQUIREMENTS**

190
191 The COUNTY is self-insured and able to meet financial obligations for insurance in
192 accordance with Florida State Statute subject to the limitations of 768.28 FS as amended.
193

194 **ARTICLE 12 - INDEMNIFICATION**

195
196 To the extent allowed by law and without waiving the right to sovereign immunity, the
197 COUNTY shall be liable only to the extent allowed by Section 768.28, Florida Statute, for
198 its negligent acts or omissions of its own employees, agents or officers.
199

200 **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

201
202 The COUNTY and the UTILITY each binds itself and its partners, successors, executors,
203 administrators and assigns to the other party of this AGREEMENT and to the partners,
204 successors, executors, administrators and assigns of such other party, in respect to all
205 covenants of this AGREEMENT. Except as above, neither the COUNTY nor the UTILITY
206 shall assign, sublet, convey, or transfer its interest in this AGREEMENT, without the prior
207 written consent of the other. Nothing herein shall be construed as creating any personal
208 liability on the part of any officer or agent of the COUNTY, nor shall it be construed as
209 giving any rights or benefits hereunder to anyone other than the COUNTY and the
210 UTILITY.

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219 **ARTICLE 14 - REMEDIES**

220
221 This AGREEMENT shall be governed by the laws of the State of Florida. Any and all
222 legal action necessary to enforce the AGREEMENT will be held in a court of competent
223 jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon
224 any party is intended to be exclusive of any other remedy, and each and every such
225 remedy shall be cumulative and shall be in addition to every other remedy given
226 hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single
227 or partial exercise by any party of any right, power, or remedy hereunder shall preclude
228 any other or further exercise thereof.

229
230 No provision of this AGREEMENT is intended to, or shall be construed to, create any third
231 party beneficiary or to provide any rights to any person or entity not a party to this
232 AGREEMENT, including but not limited to any citizen or employees of the COUNTY
233 and/or UTILITY.

234
235 **ARTICLE 15 - CONFLICT OF INTEREST**

236
237 The UTILITY represents that it presently has no interest and shall acquire no interest,
238 either direct or indirect, which would conflict in any manner with the performance or
239 services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm
240 Beach COUNTY Code of Ethics.

241
242 The UTILITY shall promptly notify the COUNTY'S representative, in writing, by certified
243 mail, of all potential conflicts of interest for any prospective business association, interest
244 or other circumstance which may influence, or appear to influence, the UTILITY'S
245 judgment or quality of services being provided hereunder. Such written notification shall
246 identify the prospective business association, interest or circumstance, the nature of work
247 that the UTILITY may undertake and request an opinion of the COUNTY as to whether
248 the association, interest or circumstance would, in the opinion of the COUNTY, constitute
249 a conflict of interest if entered into by the UTILITY. The COUNTY agrees to notify the
250 UTILITY of its opinion by certified mail within thirty (30) days of receipt of notification by
251 the UTILITY. If, in the opinion of the COUNTY, the prospective business association,
252 interest or circumstance would not constitute a conflict of interest by the UTILITY, the
253 COUNTY shall so state in the notification and the UTILITY shall, at its option, enter into
254 said association, interest or circumstance and it shall be deemed not in conflict of interest
255 with respect to services provided to the COUNTY by the UTILITY under the terms of this
256 AGREEMENT.

257
258 **ARTICLE 16 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS**

259 The scope of services performed by the COUNTY and the UTILITY under the terms of
260 this AGREEMENT are specifically designed to be executed during an emergency as
261 defined by the COUNTY'S comprehensive emergency management plan and the
262 UTILITY'S emergency preparedness plan.

263
264

265 **ARTICLE 17 - ARREARS**

266
267 The UTILITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or
268 surety for any AGREEMENT, debt, obligation, judgment, lien, or any form of
269 indebtedness. The UTILITY further warrants and represents that it has no obligation or
270 indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

271
272 **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

273
274 The UTILITY agrees that copies of any and all property, work product, documentation,
275 reports, computer systems and software, schedules, graphs, outlines, books, manuals,
276 logs, files, deliverables, photographs, videos, tape recordings or data relating to this
277 AGREEMENT which have been created as a part of the UTILITY's services or authorized
278 by the COUNTY as a reimbursable expense, whether generated directly by the UTILITY
279 or by or in conjunction or consultation with any other party whether or not a party to this
280 AGREEMENT, whether or not in privity of AGREEMENT with the COUNTY or UTILITY,
281 and wherever located shall be the property of the COUNTY.

282
283 To the extent allowed by Chapter 119, F.S., all written and oral information not in the
284 public domain or not previously known, and all information and data obtained, developed,
285 or supplied by the COUNTY, or at its expense, will be kept confidential by the UTILITY
286 and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S
287 prior written consent, unless required by a lawful court order. All drawings, maps,
288 sketches, programs, data bases, reports and other data developed or purchased under
289 this AGREEMENT for the COUNTY, or at the COUNTY'S expense, shall be and remain
290 the COUNTY'S property and may be reproduced and reused at the discretion of the
291 COUNTY.

292
293 All covenants, AGREEMENTs, representations and warranties made herein, or otherwise
294 made in writing by any party pursuant hereto, including but not limited to any
295 representations made herein relating to disclosure or ownership of documents, shall
296 survive the execution and delivery of this AGREEMENT and the consummation of the
297 transactions contemplated hereby.

298
299 Notwithstanding any other provision in this AGREEMENT, all documents, records, report
300 and any other materials produced hereunder shall be subject to disclosure, inspection
301 and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm
302 Beach County Code, Sections 2-421 – 2-440 as amended.

303
304 **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

305
306 The UTILITY does not have the power or authority to bind the COUNTY in any promise,
307 AGREEMENT, or representation other than specifically provided for in this AGREEMENT.

308
309
310

311 **ARTICLE 20 - PUBLIC RECORDS**

312
313 UTILITY acknowledges that it has familiarized itself with the requirements of Chapter 119,
314 Florida Statute and other requirements of state law applicable to public records not
315 specifically set forth herein. Failure of the UTILITY to comply with the requirements of this
316 Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a
317 material breach of this AGREEMENT. COUNTY shall have the right to exercise any and
318 all remedies available to it for breach of AGREEMENT, including but not limited to, the
319 right to terminate for cause.

320
321 The UTILITY agrees to comply with all local, state and federal rules and regulations as it
322 relates to the performance of this AGREEMENT.

323
324 **ARTICLE 21- NON-DISCRIMINATION**

325
326 The COUNTY is committed to assuring equal opportunity in the award of AGREEMENT
327 and complies with all laws prohibiting discrimination. Pursuant to Palm Beach COUNTY
328 Resolution R-2017-1770, as may be amended, the UTILITY warrants and represents that
329 throughout the term of the AGREEMENT, including any renewals thereof, all of its
330 employees are treated equally during employment without regard to race, color, religion,
331 disability, sex, age, national origin, ancestry, marital status, familial status, sexual
332 orientation, gender identity or expression, or genetic information.

333
334 **ARTICLE 22- AUTHORITY TO PRACTICE**

335
336 The UTILITY hereby represents and warrants that it has, and will continue to maintain, all
337 licenses and approvals required to conduct its business; and, that it will, at all times,
338 conduct its business activities in a reputable manner. Proof of such licenses and
339 approvals shall be submitted to the COUNTY'S representative upon request.

340
341 **ARTICLE 23 - SEVERABILITY**

342
343 If any term or provision of this AGREEMENT or the application thereof to any person or
344 circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this
345 AGREEMENT, or the application of such terms or provision to persons or circumstances
346 other than those as to which it is held invalid or unenforceable, shall not be affected, and
347 every other term and provision of this AGREEMENT shall be deemed valid and
348 enforceable to the extent permitted by law.

349
350 **ARTICLE 24 - PUBLIC ENTITY CRIMES**

351
352 As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any
353 work in furtherance hereof, the UTILITY certifies that it, the UTILITY have not been placed
354 on the convicted vendor list maintained by the State of Florida Department of
355 Management Services within the thirty-six (36) months immediately preceding the date
356 hereof. This notice is required by F.S. 287.133(3)(a).

357 **ARTICLE 25 - SCRUTINIZED COMPANIES**

358
359 As provided in F.S. 287.135, by entering into this AGREEMENT or performing any work
360 in furtherance hereof, the UTILITY certifies that it, the UTILITY have not been placed on
361 the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel,
362 pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b) if the UTILITY is found to have
363 been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a
364 boycott of Israel, this AGREEMENT may be terminated at the option of the COUNTY.
365

366 **ARTICLE 26 - MODIFICATIONS OF WORK**

367
368 The COUNTY reserves the right to modify work performed under the terms of this
369 AGREEMENT in a manner that best suits the needs of the COUNTY. Specifically, the
370 COUNTY may modify work performed under this AGREEMENT pursuant to the
371 requirements set forth in the FEMA REP Program Manual, December 2019, without
372 permission of the UTILITY, in support of COUNTY's Comprehensive Emergency
373 Management Plan and the COUNTY'S Nuclear Power Plant Emergency Hazard Specific
374 Plan.
375

376 **ARTICLE 27 - NOTICE**

377
378 All notices required in this AGREEMENT shall be sent by certified mail (return receipt
379 requested), hand delivered, or sent by other delivery service requiring signed acceptance.
380 If sent to the COUNTY, notices shall be addressed to:

381
382 Bill Johnson, RN, Director
383 Palm Beach County Division of Emergency Management
384 20 South Military Trail
385 West Palm Beach, FL 33415
386

387 **ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

388
389 The COUNTY and the UTILITY agree that this AGREEMENT sets forth the entire
390 AGREEMENT between the parties, and that there are no promises or understandings
391 other than those stated herein. None of the provisions, terms, and conditions contained
392 in the AGREEMENT may be added to, modified, superseded, or otherwise altered, except
393 by written instrument executed by the parties hereto in accordance with Article 29 -
394 Modifications of Work.
395

396 **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

397
398 The UTILITY shall comply with all laws, ordinances and regulations applicable to the
399 services contemplated herein, to include those applicable to conflict of interest and
400 collusion. UTILITY is presumed to be familiar with all federal, state and local laws,
401 ordinances, codes and regulations that may in any way affect the services offered.
402

403 **ARTICLE 30 - TITLE TO EQUIPMENT**

404

405 Any equipment purchased by the County under this AGREEMENT shall be the property
406 of the County. This equipment is to be used for the activities described herein for the
407 term of this AGREEMENT and subsequent AGREEMENTS between the parties. Upon
408 termination of the AGREEMENTs and cessation of the County's activities, the
409 equipment will remain the property of the County.


410

411 IN WITNESS WHEREOF, on this day 6th, of April, 2021; in Palm
412 Beach County Florida, on behalf of the COUNTY, and the UTILITY have executed this
413 AGREEMENT on the day and year above written.

416 APPROVED AS TO FORM AND
417 LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

420 BY: _____
421 Palm Beach County Attorney

BY: 
Bill Johnson, RN, Director
Division of Emergency Management
Public Safety Department


426 PALM BEACH COUNTY, FLORIDA
427 FOR ITS BOARD OF COUNTY
428 COMMISSIONERS

431 BY: _____
432
433 County Administrator of Designee

BY: 
Stephanie Sejnoha, Director
Public Safety Department

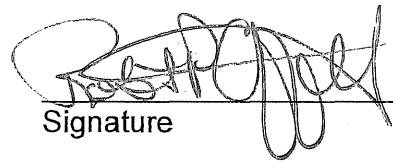
437 WITNESSES:

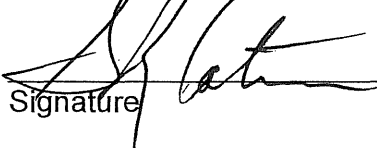
UTILITY:

438 
439 _____
440 Signature

The Florida Power and Light Company
UTILITY

442 Stephanie Castoreda
443 _____
444 Name (type or print)

BY: 
Signature

445 
446 _____
447 Signature

Robert Coffey
Typed Name

450 Steven R. Catron
451 _____
452 Name (type or print)

Vice President, Nuclear
Title