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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2008

Agenda Item No. 9(A)(2)
Resolution R-1048-08

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: FPL Agreement for Radiological Emergency Planning and Preparedness

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Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Radiological Emergency Planning and Preparedness agreement with the Florida Power and Light Company to support local planning and preparedness in connection to the Turkey Point Nuclear Power Plant. This agreement will provide funding in the amount of $618,000 for the Department of Emergency Management and Homeland Security (DEM&HS) and does not require local matching funds. The resolution additionally authorizes the County Mayor or County Mayor's designee to accept modification agreements and necessary amendments to the agreement.

Fiscal Impact/Funding Source

The Florida Power & Light Preparedness grant is automatically awarded every two years beginning in October 2008 through September 2010 in the amount of $618,000. Fifty percent of the total award is appropriated for the first year, and the remaining half is expended the second year. The agreement contains a provision for an overall three percent incremental increase on the total award upon request for Cost of Living adjustments. The grant budget provides funding for training, plan maintenance, DEM&HS personnel, operational plan maintenance, and communication.

Track Record/Monitoring

The awards will be monitored by the MDFR Grants Management Bureau for compliance and consistency with applicable Office of Strategic Business Management circulars, audit requirements and award criteria.

Background

The United States Nuclear Regulatory Commission sets forth responsibilities in the area of operating nuclear power plants. It mandates that the Florida Power and Light Company (FPL) provide funds for local emergency response planning and preparedness. The County's responsibilities include coordination with FPL in the development, maintenance and implementation of an emergency preparedness program.

The DEM&HS will collaborate in the development of a safety-planning booklet to be distributed to persons within ten miles of Turkey Point. The County will monitor changes in land use and population within the ten-mile Emergency Planning Zone and notify FPL of any change in land use that may warrant a change in the County's planning basis for its emergency planning and response.

DEM&HS will plan and conduct drills on implementing the radiological emergency preparedness plans and procedures and in the evacuation and care of Miami-Dade residents. Training will be provided to personnel from various County agencies including the Miami-Dade Police Department, Miami-Dade Transit and Miami-Dade Fire Rescue as well as the cities of Florida City and Homestead. DEM&HS representatives will participate in exercises and drills with the other Florida counties that have nuclear power facilities.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 7, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
10-7-08

RESOLUTION NO. R-1048-08

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS IN THE AMOUNT OF $618,000 FOR THE FLORIDA POWER AND LIGHT COMPANY RADIOLOGICAL EMERGENCY PLANNING AND PREPAREDNESS AGREEMENT TO SUPPORT OFFICE OF EMERGENCY MANAGEMENT PROGRAMS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND AMEND SUCH CONTRACTS AND AGREEMENTS AS REQUIRED; TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM; AND TO FILE AND EXECUTE ANY NECESSARY AMENDMENTS TO ANY AGREEMENT AND TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS, local emergency preparedness is a requirement of the U. S. Nuclear Regulatory Commission for the continued operation of the Turkey Point Nuclear Power Plant facility; and

WHEREAS, the Florida Power and Light Company is mandated to provide funds to support a local emergency planning and preparedness program; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the agreement between Miami-Dade County and the Florida Power and Light Company for receiving Radiological Emergency Planning and Preparedness funds in the amount of $618,000 for a two- year period, including an additional three percent increase to be requested on the total award at every two-year grant cycle, with approximately fifty percent of the funds expended at each fiscal year starting October 1, 2008

through September 30, 2010 in substantially the form attached hereto and made a part hereof, an original of which is filed with the Clerk of the Board; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, to accept and expend said funds; to apply for, receive and expend additional funds should they become available under this program, and to file and execute any necessary modifications and the cancellation of any subsequent additional award available under this program, provisions contained therein following the approval of the County Attorney's Office.

The foregoing resolution was offered by Commissioner Rebeca Sosa, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Kay Sullivan
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eric A. Rodriguez

AGREEMENT BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
THE COUNTY OF MIAMI-DADE

This Agreement is between Florida Power & Light Company (hereinafter "Company"), and the County of Miami-Dade (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, 2008 to September 30, 2010, 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	FOR THE COMPANY
By: _____	By: _____
_____ (Type or Print Name)	*Mark Warner* (Type or Print Name)
_____ (Title)	*V.P. Nuclear Support* (Title)
_____ (Date)	7/11/08 (Date)

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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 Statues, 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 and Company shall collaborate in the development of a safety planning booklet, to be distributed to persons within ten-miles of the Turkey Point Nuclear Power Plant. The County and Company shall collaborate in the development and distribution of information for parents of children who attend school within the ten-mile Emergency Planning Zone.

C. The County shall monitor changes in land use and population within the ten-mile Emergency Planning Zone. The County shall provide the Company an update of the population in the Emergency Planning Zone, by geographical boundaries, based on available county records. This population update should be provided in the first quarter of each year. The County shall advise the Company of any change in land use that may warrant a change in the County's planning basis for nuclear power plant emergency response and preparedness or involve inclusion in Annex A of the State Comprehensive Emergency Management Plan. This advisement must be within 90 days following discovery of a significant change in land use.

D. The County shall maintain current radiological emergency plans and implementing procedures for the County as required by Federal Emergency Preparedness Requirements.

E. 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.

F. The County shall participate in Radiological Preparedness and Response exercises and the evaluation thereof.

G. The Company shall furnish to the County copies of Federal Emergency Preparedness Requirements and any revisions thereto within 90 days following enactment.

H. 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 $309,000 for fiscal year 2008/2009 and $309,000 for fiscal year 2009/2010 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 2008 through September 2009	$309,000.00
Fiscal Year October 2009 through September 2010	$309,000.00
NOT TO EXCEED AMOUNT	$618,000.00

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 Miami-Dade 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
MIAMI-DADE COUNTY OFFICE OF EMERGENCY MANAGEMENT
BUDGET AND SCOPE OF WORK
Fiscal Years 2008-2009 & 2009-2010

BUDGET CATEGORY	Fiscal Year 2008-2009	Fiscal Year 2009-2010
PLAN MAINTENANCE: PERSONNEL & TRAINING	$176,000.00	$186,000.00
PLAN MAINTENANCE: OPERATIONS	$96,300.00	$97,300.00
COMMUNICATIONS	$10,700.00	$10,700.00
CAPITAL	$26,000.00	$15,000.00
TOTAL	$309,000.00	$309,000.00