

**AGREEMENT BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
MARTIN COUNTY**

This Agreement is between Florida Power & Light Company (hereinafter "Company"), and Martin County, a political subdivision of the State of Florida (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 extensions or renewals between the parties. Upon termination of such agreements and cessation of the County's activities thereunder, 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, 2020 to September 30, 2022, 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 and the Company agree 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.

X. E-Verify.

In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The COUNTY, upon good faith belief that a subcontractor knowingly

violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

XI. PUBLIC RECORDS

Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the County shall give notice as is practicable to the Company that such disclosure is required. Company shall comply with public records laws, specifically, Company shall:

- A. keep and maintain public records required by County to perform the service;
- B. upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- C. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if Company does not transfer the records to County; and
- D. upon completion of this Agreement, transfer, at no cost, to County all public records in possession of County or keep and maintain public records required by County to perform the service. If Company transfers all public records to County upon completion of this Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

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

FOR THE COMPANY

By:


Robert Coffey
VP, Nuclear Fleet

FOR THE COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HEATHERINGTON, CHAIRMAN

SUFFICIENCY:

APPROVED AS TO FORM & LEGAL

ATTORNEY

SARAH W. WOODS, COUNTY

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 and Company shall collaborate in the development of a safety planning booklet, to be distributed to persons within ten-miles of the St. Lucie 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 \$277,991 for fiscal year 2021 and \$277,991 for fiscal year 2022 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 2020 through September 2021	\$277,991.00
Fiscal Year October 2021 through September 2022	\$277,991.00
NOT TO EXCEED AMOUNT	\$555,982.00

Upon receipt of a County invoice by no later than September 1 of each year covered under this Agreement, the Company shall advance 50% of that fiscal year's budget amount to the County by no later than October 1 of each year covered under this Agreement. Upon receipt of a County invoice by no later than March 1 of each year covered under this Agreement, the Company shall advance the remaining 50% of that fiscal year's budget to the County by no later than April 1 of each year covered under this Agreement.

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, disputes or controversies between the parties arising out of or in connection with this Agreement are subject to litigation. Venue for any litigation arising under this Agreement shall lie in Martin 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
MARTIN COUNTY
BUDGET AND SCOPE OF WORK
Fiscal Year 2021

COST	AMOUNT	SCOPE OF WORK
Salary & Fringe Benefits	\$176,577	Funds are provided for a full time REP administrator, administration and administrative support of the REP program and includes all fringe related costs.
Travel and Per Diem	\$6,100	Funds are provided for reimbursement of travel expense for the Emergency Management Director, REP Administrator and Response Personnel to attend meetings, exercises, and training, including trips to FEMA REP meetings and Conferences, Radiological Medical Conference and Task Force meetings.
Telephone Services	\$3,100	1/3 cost of communications to include phone equipment, phone numbers and lines, pbx and voice mail support/maintenance. (1) Cell phone on standby, charged at \$7.95 per month.
Postage	\$350	Freight and postage costs to include the mailing out of Special Needs registration cards. Special Needs roster to home health care agencies for accuracy.
Rental & Leases	\$1,270	1/3 cost of Xerox copier lease.
Utility Services	\$4,625	1/3 cost of electricity, trash, and garbage at the Public Safety Complex
Repairs/Maintenance	\$7,600	Funds are provided for repairs and maintenance of office equipment, building/grounds and vehicle maintenance of the REP vehicle. This is 1/3 of total costs. Pest Control and Office Cleaning.
Printing and Binding	\$1,000	Copy charges, and printing of training workbooks for classes.
Other Current Charges	\$43894	Funds are provided for salary reimbursement for emergency responses personnel to attend training classes regarding the REP Program, training and consultant fees, to include research on population increases in the evacuation areas, and administrative fees. Fees set forth by Martin County are 8.49% of total Salaries and Benefits.
Office Supplies	\$2,000	Funds are for general office supplies, computer supplies, paper, and training materials.

Operations Supplies	\$8000	Funds are provided to operate REP's vehicle. Food supplies during exercises and meeting, non-computer supplies and wash down supplies, batteries for radiological instruments and beepers, monitors, fuel, wash down clothing and apparel and equipment. Any other equipment necessary to provide for response or protective action measures. Any other equipment needed to support the REP program.
Road Material and Supplies	\$500	Funds are for transient notification signs, maintenance and maps.
Publications and Memberships	\$450	Funds are for books, subscriptions, and conference registrations.
Fleet Replacement	\$2,025	Funds are for the replacement of the REP vehicle.
Equipment	\$20,500	1/3 of total EOC cost for computer infrastructure, EOC - AV Maintenance, EOC terminals, and server replacement.
TOTAL FY 2019	\$ 277,991	

EXHIBIT A
MARTIN COUNTY
BUDGET AND SCOPE OF WORK
Fiscal Year 2022

COST	AMOUNT	SCOPE OF WORK
Salary & Fringe Benefits	\$176,577	Funds are provided for a full time REP administrator, administration and administrative support of the REP program and includes all fringe related costs.
Travel and Per Diem	\$6,100	Funds are provided for reimbursement of travel expense for the Emergency Management Director, REP Administrator and Response Personnel to attend meetings, exercises, and training, including trips to FEMA REP meetings and Conferences, Radiological Medical Conference and Task Force meetings.
Telephone Services	\$3,100	1/3 cost of communications to include phone equipment, phone numbers and lines, pbx and voice mail support/maintenance. (1) Cell phone on standby, charged at \$7.95 per month.
Postage	\$350	Freight and postage costs to include the mailing out of Special Needs registration cards. Special Needs roster to home health care agencies for accuracy.
Rental & Leases	\$1,270	1/3 cost of Xerox copier lease.
Utility Services	\$4,625	1/3 cost of electricity, trash, and garbage at the Public Safety Complex
Repairs/Maintenance	\$7,600	Funds are provided for repairs and maintenance of office equipment, building/grounds and vehicle maintenance of the REP vehicle. This is 1/3 of total costs. Pest Control and Office Cleaning.
Printing and Binding	\$1,000	Copy charges, and printing of training workbooks for classes.
Other Current Charges	\$43,894	Funds are provided for salary reimbursement for emergency responses personnel to attend training classes regarding the REP Program, training and consultant fees, to include research on population increases in the evacuation areas, and administrative fees. Fees set forth by Martin County are 8.49% of total Salaries and Benefits.
Office Supplies	\$2,000	Funds are for general office supplies, computer supplies, paper, and training materials.

Operations Supplies	\$8,000	Funds are provided to operate REP's vehicle. Food supplies during exercises and meeting, non-computer supplies and wash down supplies, batteries for radiological instruments and beepers, monitors, fuel, wash down clothing and apparel and equipment. Any other equipment necessary to provide for response or protective action measures. Any other equipment needed to support the REP program.
Road Material and Supplies	\$500	Funds are for transient notification signs, maintenance and maps.
Publications and Memberships	\$450	Funds are for books, subscriptions, and conference registrations.
Fleet Replacement	\$2,025	Funds are for the replacement of the REP vehicle.
Equipment	\$20,500	1/3 of total EOC cost for computer infrastructure, EOC - AV Maintenance, EOC terminals, and server replacement.
TOTAL FY 2020	\$277,991	