Agenda Item #: <u>3X-3</u>	Agenda	Item #:	3X-3	
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### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: July 11	, 2023	[ X ] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department: Submitted By: Submitted For:	Departm	nent of Public Safety nent of Public Safety of Emergency Mana	gement
	=====	=======================================	

### I. <u>EXECUTIVE BRIEF</u>

### Motion and Title: Staff recommends motion to:

- A) approve: an agreement with NextEra Energy, Inc. (FPL) to receive \$262,500 for the Radiological Emergency Preparedness (REP) Program for the period October 1, 2022 through September 30, 2024; and
- **B)** approve: a budget amendment of \$137,500 in the Radiological Emergency Preparedness-FPL Fund to adjust the budget to the actual grant award.

**Summary:** FPL will provide Palm Beach County \$262,500 over two years, for the Palm Beach County Public Safety Department's 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. If funding ceases, the REP Program and position will be evaluated. However, the County's REP program has been funded for over 20 years through renewal of this agreement and there are no anticipated changes. The agreement . is renewed every two (2) years. **No County match is required**. <u>Countywide</u> (DB)

**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.

### Attachments:

- 1. Agreement with NextEra Energy, Inc.
- 2. Budget Amendment

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Recommended By:	Sejnole	6/12/23
	Department Director	<b>`</b> Date
Approved By:	20lh Ser	6/23/23
	Assistant County Administrator	Date

### **II. FISCAL IMPACT ANALYSIS**

## A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures Operating Costs	125,000	137,500			
External Revenues Program Income (County) In-Kind Match (County)	(125,000)	(137,500)			
Net Fiscal Impact	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curren Does this item include the	It Budget? Yes a use of federal f	sNo unds? Yes	X No	<u>x</u>	
Budget Account Exp No: Rev No:	Fund <u>1439</u> Depa Fund <u>1439</u> Depa	rtment <u>662</u> Un rtment <u>662</u> Un	it <u>7180</u> Obje it <u>7180 S</u> oul	ect <u>Various</u> rce <u>6694</u>	
Fund: Radiol	s of Funds/Sum ogical Emergenc ogical Emergenc ogical Emerg. Pr	cy Preparedne cy Preparedne	ss Grant		
Departmental Fiscal Revie MG II. <u>REVIEW COMME</u>		lin 31	31/2	-	
A. OFMB Fiscal and/or Co A. OFMB Fiscal and/or Co A. OFMB Fiscal and/or Co MG 4/17 OFMB Fiscal and/or Co OFMB Fiscal and/or Co	ontract Dev. and <u>Hueloog</u> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mueloog</del> <del>Mue</del>		ments: $\frac{1}{1}$ $\frac{1}{2}$	wlet	<u>[]/4]23</u>
B. Legal Sufficiency: <u>Anne</u> Je <u>han</u> & Assistant County A	t 6/23/23	Behar	=1. 0  0 0		
C. Other Department Rev	iew:				
Department Direc	tor				

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

### AGREEMENT FOR Radiological Emergency Preparedness Program

1 This AGREEMENT is made as of the <u>11<sup>th</sup></u> day of <u>July</u>, 2023, by 2 and 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 NextEra 4 Energy, Inc., 700 Universe Blvd. Juno Beach FL, 33408, a corporation authorized to do 5 business in the State of Florida, hereinafter referred to as the UTILITY.

### 6 7

### 8 <u>PURPOSE</u> 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 and Evaluation of Radiological Emergency Response Plans and Preparedness in Support 13 of Nuclear Power Plants." There exists a possibility of duplication of effort in meeting 14 those responsibilities by the UTILITY and COUNTY. The resulting increased financial 15 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

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").

In consideration of the mutual promises contained herein, the COUNTY and the UTILITY
 agree as follows:
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# 32 ARTICLE 1 - SERVICES33

The COUNTY shall be responsible for participation in the following Radiological
 Emergency Preparedness (REP) activities:
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A. The COUNTY'S responsibilities shall include coordination with the UTILITY in the
 development, maintenance and implementation of an emergency preparedness
 program in support of the UTILITY'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.
- 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
- 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 UTILITY.
- 57 D. The COUNTY shall participate in Radiological Preparedness and Response
   58 exercises and the evaluation thereof.
   59
- E. The UTILITY shall furnish to the COUNTY copies of Federal Emergency
   Preparedness Requirements and any revisions thereto within ninety (90) days
   following enactment.
- F. The COUNTY shall invoice the UTILITY per the funding section of this
  AGREEMENT. The COUNTY shall, upon written request, submit a financial report
  that provides the status of the expenditures covered by the AGREEMENT current
  at time of billing.

### **ARTICLE 2 - ORDER OF PRECEDENCE**

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

### 75 ARTICLE 3 - SCHEDULE 76

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The AGREEMENT shall commence on October 1, 2022, and terminate on September 30, 2024.

### 87 ARTICLE 4 - PAYMENTS

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### B Funding will be provided to the COUNTY by the U

Funding will be provided to the COUNTY by the UTILITY 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 \$137,500 for fiscal year 2022/2023 and
\$137,500 for fiscal year 2023/2024 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 2022 through September 2023	\$ 125,000.00
101	Fiscal Year October 2023 through September 2024	\$ 137,500.00
102	NOT TO EXCEED AMOUNT	\$ 262,500.00

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. Funds necessary to implement changes required by the Federal Emergency 110 111 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 supplemental funds that may be necessary to meet the change. 114

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

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.

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

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### 127 ARTICLE 5 – ACCESS AND AUDITS 128

The County shall, at any time during normal business hours and with five (5) business days advance notification, make available for examination to UTILITY 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, upon written request of the UTILITY, provide an annual audited financial statement at the end of the AGREEMENT period.

The COUNTY shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for a period of three (3) 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 finding 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.

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

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

### 156 ARTICLE 6 - TERMINATION

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

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.

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## 165 <u>ARTICLE 7 – PERSONNEL</u>166

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

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### **ARTICLE 8 - SUBCONTRACTING**

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

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

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

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

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

**ARTICLE 11 - INSURANCE REQUIREMENTS** 

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

#### **ARTICLE 12 - INDEMNIFICATION**

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

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

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

#### 219 **ARTICLE 14 - REMEDIES**

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221 This AGREEMENT shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the AGREEMENT will be held in a court of competent 222 223 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 remedy shall be cumulative and shall be in addition to every other remedy given 225 226 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

No provision of this AGREEMENT is intended to, or shall be construed to, create any third 230 231 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.

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242 The UTILITY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest 243 or other circumstance which may influence, or appear to influence, the UTILITY's 244 245 judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work 246 that the UTILITY may undertake and request an opinion of the COUNTY as to whether 247 the association, interest or circumstance would, in the opinion of the COUNTY, constitute 248 249 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.

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## ARTICLE 16 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

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

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### ARTICLE 17 - ARREARS

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

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### ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The UTILITY agrees that copies of any and all property, work product, documentation, 274 reports, computer systems and software, schedules, graphs, outlines, books, manuals, 275 logs, files, deliverables, photographs, videos, tape recordings or data relating to this 276 AGREEMENT which have been created as a part of the UTILITY's services or authorized 277 by the COUNTY as a reimbursable expense, whether generated directly by the UTILITY 278 279 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.

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283 To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, 284 or supplied by the COUNTY, or at its expense, will be kept confidential by the UTILITY 285 286 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 the COUNTY'S property and may be reproduced and reused at the discretion of the 290 291 COUNTY. 292

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

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

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### 304 ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP 305

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

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#### 311 **ARTICLE 20 - PUBLIC RECORDS**

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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 material breach of this AGREEMENT. COUNTY shall have the right to exercise any and 317 318 all remedies available to it for breach of AGREEMENT, including but not limited to, the 319 right to terminate for cause.

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The UTILITY agrees to comply with all local, state and federal rules and regulations as it 321 322 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.

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### **ARTICLE 22- AUTHORITY TO PRACTICE**

336 The UTILITY hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, 337 conduct its business activities in a reputable manner. Proof of such licenses and 338 339 approvals shall be submitted to the COUNTY'S representative upon request. 340

### **ARTICLE 23 - SEVERABILITY**

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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.

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### **ARTICLE 24 - PUBLIC ENTITY CRIMES** 351

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

## 357 ARTICLE 25 - SCRUTINIZED COMPANIES 358

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

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### ARTICLE 26 - MODIFICATIONS OF WORK

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

### ARTICLE 27 - NOTICE

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

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- 384 385
- 386 387

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Mary Blakeney, Director Palm Beach County Division of Emergency Management 20 South Military Trail West Palm Beach, FL 33415

### ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

## 396 ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS 397

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

# 403<br/>404ARTICLE 30 - 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.

410

11th , of July IN WITNESS WHEREOF, on this day <u>I</u>, of <u>July</u>, 2023; in Palm Beach County Florida, on behalf of the COUNTY, and the UTILITY have executed this 411 412 413 AGREEMENT on the day and year above written. 414 415 416 ATTEST: PALM BEACH COUNTY, FLORIDA 417 JOSEPH ABRUZZO BOARD OF COUNTY COMMISSIONERS: 418 CLERK AND COMPTROLLER 419 420 By: By: **Deputy Clerk** 421 Gregg K. Weiss, Mayor 422 423 WITNESSES: 424 ENTITY: 425 NEXTERA ENERGY, INC. 426 427 Signature **Company Name** 428 429 430 431 Signature Name (type or print) 432 433 ROBERT P. COFFEY 434 435 Signature Typed Name 436 437 HEATHER T. EXEC VP & CHIEF NUCLEAR OFFICER GARNER 438 439 Name (type or print) Title 440 441 Robert Coffey, who is personally 442 APPROVED AS TO FORM AND known to me. 443 LEGAL SUFFICIENCY Heather T. Garner 3, 444 445 Ime 446 By: 447 Gr County Attorney Dave Betar Notary Public State of Florida 448 Heather T Garner My Commission GG 315919 Expires 07/19/2023 449 APPROVED AS TO TERMS AND 450 CONDITIONS 451 452 By: 453 454 Department Director 455 456

**ATTACHMENT 2** 

23-0616

### BOARD OF COUNTY COMMISSIONERS

Page 1 of 1 pages

EVDENDED

PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

BGRV - 662- 031723\*474

BGEX - 662- 031723\*1099

FUND 1439 - Radiological Emergency Preparedness - FPL

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 3/17/2023	REMAINING BALANCE
PL Radiological Emerge	ncy Program							
Revenue								
1439-662-7180-6694 Gran	t From Other Non-Govt	125,000	206,433	137,500	0	343,933		
Total	Revenue and Balance	162,833	233,704	137,500	0	371,204		
Expense								
1439-662-7180-3401 Othe	Contractual Services	0	774	15,000	0	15,774	0	15,77
439-662-7180-4001 Trave	and Per Dien	1	1	6,500	0	6,501	0	6,50
439-662-7180-4601 Repa	ir & Maintenance	0	0	4,500	0	4,500	4,437	6
439-662-7180-4941 Regis	stration Fees	1	1	2,500	0	2,501	0	2,50
439-662-7180-5121 Data	Processing Equipment	20,000	20,000	18,000	0	38,000	0	38,00
439-662-7180-5201 Mate	rials & Suppplies	13,841	52,774	50,000	0	102,774	0	102,77
439-662-7180-5212 Safet	y Supplies	1	1	13,000	0	13,001	0	13,00
439-662-7180-5412 Dues	•	200	200	3,000	0	3,200	195	3,00
439-662-7180-6401 Mach	inery & Equipment	0	31,164	25,000	0	56,164	0	56,16
Total	Appropriation and Expenditures	162,833	233,704	137,500	0	371,204		

### **PUBLIC SAFETY ADMINISTRATION**

INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted

Signatures Date 4118

By Board of County Commissioners At Meeting of <u>5/16/2023</u> <u>7 It 2023</u> Deputy Clerk to the Board of County Commissioners