

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 10/9/2014

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Agreement with Tennessee Valley Authority.

Exact Wording for the Agenda:

Authorizing the Mayor to execute an agreement with the Tennessee Valley Authority.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This will provide TVA funding for FY 15-19.

Associated Cost: 107224.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 9/25/2014

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA

Council Meeting Date: 10/9/2014

Department Contact: Bill Sizemore

Phone # 5130

Contract or Agreement: Agreement with Tennessee Valley Authority

Document Name: Agreement Between Tennessee Valley Authority and Huntsville-Madison County Eme...

City Obligation Amount: 107224.00

Total Project Budget: 107224.00

Uncommitted Account Balance:

Account Number: 01-5266-xxxx-1311

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

Federal Other	Grant Name:
	Radiological Emergency Preparedness

Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	<i>Sept 26, 2014</i>
2) Legal	<i>Mary C Cates</i>	<i>10/7/14</i>
3) Finance <i>PC</i>	<i>[Signature]</i>	<i>9/30</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and The Alabama Emergency Management Agency, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "AGREEMENT BETWEEN TENNESSEE VALLEY AUTHORITY AND HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY, ALABAMA FOR RADIOLOGICAL EMERGENCY PREPAREDNESS FUNDING" consisting of a total of fifteen (15) pages, and the date of October 9, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 9th day of October, 2014.

President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 9th day of October, 2014.

Mayor of the City of
Huntsville, Alabama

**AGREEMENT BETWEEN
TENNESSEE VALLEY AUTHORITY
AND
HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY, ALABAMA
FOR
RADIOLOGICAL EMERGENCY PREPAREDNESS FUNDING**

THIS AGREEMENT is made and entered into as of October 1, 2014 (the "Effective Date"), by and between Tennessee Valley Authority (TVA) and Huntsville-Madison County Emergency Management Agency, Alabama ("County EMA"). TVA and County EMA are "parties," and each is a "party" to this Agreement.

WITNESSETH:

WHEREAS, TVA is the owner and licensed operator of Units 1, 2, and 3 of the Browns Ferry Nuclear Plant, federally licensed nuclear facilities located in Limestone County, Alabama ("BFN") and

WHEREAS, advance planning is necessary to assure that the health and safety of the public will be protected in the unlikely event of a radiological emergency associated with the operation of BFN; and

WHEREAS, TVA has developed a BFN Emergency Plan so that in the unlikely event of a radiological emergency, appropriate federal, state and local government officials are notified and appropriate monitoring and onsite measures are taken to protect the public; and

WHEREAS, County EMA is responsible for the health, safety, security and welfare of its citizens; and

WHEREAS, local governments have the responsibility to develop and maintain effective response capability to support emergency actions, and

WHEREAS, County EMA has the overall responsibility for emergency preparedness and local response in County concerning an incident at BFN; and

WHEREAS, County EMA is responsible for coordinating and for submitting to Alabama Emergency Management Agency ("AEMA") changes to the Radiological Emergency Plan/Program ("REP") for County EMA and for annually certifying REP reasonable assurance to AEMA; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has been designated by the President to take the lead in offsite radiological emergency planning and response and to review and assess state and local plans for reasonable assurance and adequacy; and

WHEREAS, the Nuclear Regulatory Commission ("NRC") will review the FEMA findings and determinations on the adequacy and capability of implementation of state and local plans and make decisions with regard to the overall (onsite and offsite) state of emergency preparedness, and

WHEREAS, NRC has adopted a regulation requiring that REPs meeting the FEMA-NRC criteria of NUREG-0654/FEMA REP-1 be implemented and maintained; and

WHEREAS, County EMA has prepared a REP for radiological emergencies associated with the operation of Browns Ferry Nuclear Plant; and

WHEREAS, maintaining the BFN REP in accordance with the FEMA-NRC criteria and participating in exercises as required by NRC and FEMA regulations requires resources and results in costs (hereinafter referred to as "incremental costs") above and beyond those which would be required and incurred by County EMA solely to meet its statutory duties to protect public health and safety; and

WHEREAS, TVA, has previously provided County EMA with some of the funds necessary to meet the incremental cost of implementing a REP which sufficiently complies with the applicable regulations and related guidelines of the NRC so as to avoid an ordered shutdown of BFN's Units; and

WHEREAS, the State and local governments have completed development and implementation of a REP but must continue to maintain the REP current and periodically participate in REP exercises and drills to sufficiently comply with the applicable regulations and guidelines related thereto, for FEMA and the NRC; and

WHEREAS, TVA has agreed to pay to County EMA the funds specified herein which shall constitute TVA's total responsibility for the incremental costs incurred by County EMA in performing the obligations hereunder; and

WHEREAS, the parties intend that this Agreement will supersede and replace the prior agreement Between TVA and AEMA and Madison County EMA, Alabama, and will provide sufficient funds for meeting the County EMA's incremental costs associated with maintaining the REP for BFN, to comply sufficiently with applicable regulations and related guidelines of FEMA and the NRC;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. TERM AND TERMINATION OF PRIOR AGREEMENTS

The term of this Agreement begins on the Effective Date and will terminate five years ("Contract Years") thereafter. This Agreement shall automatically renew for successive terms of one (1) Contract Year unless terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the then-current term. Each Contract Year shall commence on October 1 and shall end on September 30 of the succeeding year. In the event of termination of this Agreement for any reason, County EMA shall refund to the TVA all unobligated and unexpended funds at the end of the then-current term, or upon the termination date, whichever is earlier.

2. RESPONSIBILITIES OF COUNTY EMA

- 2.1 County EMA shall maintain, coordinating with AEMA and appropriate agencies and political subdivisions, County EMA REPs (offsite contingency plans) for BFN in accordance with Applicable Laws (defined for purposes of this Agreement as all federal, State of Alabama, and Alabama regional, local, county, or municipal laws, regulations, policies and procedures that affect or govern the TVA nuclear facilities within the State of Alabama, and those services, material or equipment to be provided, supplied or used in connection with this Agreement), and criteria established by FEMA and the NRC. In performing this task, County EMA shall be responsible for assuring the performance of all necessary related County EMA activities, including without limitation, staffing, planning, and coordination with local governments, administration, and logistical support.
- 2.2 Each County EMA agency shall participate in annual BFN Emergency exercises, as required by Applicable Laws, to maintain FEMA approval of the County EMA and state BFN REP. County EMA is responsible for assuring the performance of all necessary and related County EMA activities, including without limitation, staffing, planning, and coordination with local governments, administration, and logistical support, as stated in Exhibit B (Performance Tasks) to this Agreement.
- 2.3 County EMA may utilize Equipment Account funds (as designated in Exhibit A) for routine in-kind replacement or repair of the REP equipment previously funded by TVA, if such equipment is no longer serviceable due to age, REP usage, or is in need of minor repair. In

recognition of the benefits that County EMA receives from non-REP usage of said equipment, County EMA will use Equipment Account funds, County funds and other available funds, as necessary, to replace REP equipment. County EMA shall obtain prior approval from TVA for any other expenditure of Equipment Account funds. TVA may require that the County EMA make such approval requests in writing and provide the following information:

- (a) Each such written request shall clearly and in detail (1) describe the purpose for which the requested funds will be used, (2) state the amount of funds that will be used, (3) state the total cost of the equipment to be purchased, (4) describe the reason such undertaking or equipment is necessary for maintaining REP activities and REP emergency operations, (5) state the source and amount of any other funds to be used for the equipment, and (6) state County EMA's timetable for committing its own funding, if any.
- (b) To enable TVA to thoroughly evaluate such written request, County EMA shall furnish to the TVA such additional substantiating documentation and information concerning the use of the requested funds as TVA may request.

- 2.4
- (a) County EMA must submit a written request to TVA for any additional funds, for a specific Contract Year, which are not specified and allocated in Exhibit A for that Contract Year. County EMA may submit such a request during any Contract Year in which County EMA determines that it is necessary to request one-time additional funding for non-recurring exceptional needs necessary for REP program maintenance, or for the purchase of additional equipment that it will use to support REP maintenance activities and REP emergency operations.
 - (b) Each such written request shall clearly and in detail (1) describe the purpose for which the requested funds will be used, (2) state the amount of funds requested, (3) state the total cost of the project to be undertaken or the equipment to be purchased, (4) describe the reason such undertaking or equipment is necessary for maintaining REP activities and REP emergency operations, (5) state the source and amount of any other funds to be used for the project or equipment, and (6) state the County EMA's timetable for committing its own funding, if any.
 - (c) To enable TVA to thoroughly evaluate such written request, County EMA shall furnish to the TVA such additional substantiating documentation and information concerning the use of the requested funds as TVA may request.
 - (d) All funds provided to County EMA under Section 2.4 shall be used strictly for the purposes stated in the request for funds submitted pursuant to Section 2.4(a) above. Any such funds furnished by TVA which are not expended by County EMA for such purposes shall be promptly refunded to TVA.
 - (e) TVA reserves the right to set forth special terms and conditions in connection with its provision of funds under Section 2.4.

- 2.5
- The funds provided to County EMA under this Agreement augment local emergency preparedness activities, specifically reimburse REP expenses, and do not replace or substitute for the County EMA's current or past budget expenses (whether allocated for local emergency preparedness activities or sub-agencies, or otherwise). These funds shall not affect present or future budget requirements that the County EMA normally allocates for local emergency preparedness activities.

3. RESPONSIBILITIES OF TVA

- 3.1 TVA will fund the County EMA quarterly during each Contract Year by reimbursing County EMA on a lump-sum, fixed amount basis, for actual funds that County EMA has spent in direct implementation of and compliance with this Agreement. Both parties understand that this Agreement is not a “cost-reimbursable” contract, and TVA does not represent or guaranty that its reimbursements to County EMA will cover all County EMA costs related to this Agreement. County EMA shall utilize the funds provided by TVA only to reimburse the incremental expenses described in Exhibit A (REP Funding Support) hereto. County EMA must accrue unexpended TVA funds in each Exhibit A category from Contract Year to Contract Year. None of the funds provided by TVA to County EMA hereunder may be utilized to pay all or any part of the salary of any Elected County official. .
- 3.2 Upon receiving a written request from County EMA, and all necessary information from County EMA supporting such request, under either Section 2.3 or Section 2.4, above, TVA will evaluate and submit a written response to County EMA within a reasonable time of TVA’s receipt of such request.
- 3.3 TVA will comply with Applicable Laws governing its funding to County EMA and management of the BFN REPs, consistent with this Agreement.

4. USE OF EQUIPMENT

- 4.1 Any equipment purchased with Equipment Account funds or supplemental funds furnished hereunder shall be used in support of REP maintenance activities and REP emergency operations. Unless otherwise indicated by the TVA in writing, County EMA may use such equipment for purposes other than REP support, only if County EMA ensures that such use does not interfere with the timely availability of the equipment for REP support, and does not expose the equipment to unusual or excessive wear and tear. County EMA agrees to promptly report and replace or repair at its own expense any such equipment that is damaged or lost during, or as the result of, such non-REP related use.
- 4.2 County EMA is responsible for maintaining any equipment purchased with TVA funds furnished under this Agreement in good working order at all times.
- 4.3 In the event this Agreement is terminated for any reason, County EMA shall, with respect to any equipment purchased hereunder that has a remaining useful life at the time of termination, continue to use such equipment in support of REP maintenance activities and REP emergency operations and comply with the provisions of Paragraphs 4.1 and 4.2 above for the remaining useful life of such equipment.
- 4.4 Equipment that was purchased with funds provided by TVA under the Agreement between Alabama Emergency Management Agency and Madison County EMA, Alabama dated as of October 1, 2011, which had a remaining useful life at the time of termination of said agreement, shall be deemed to be equipment purchased with funds furnished hereunder for purposes of this Agreement.

5. DISCLAIMER

TVA makes no warranties or representations whatsoever, either express or implied, to County EMA or to any third party as to the condition, safety, reliability or adaptability of any equipment to be

purchased in whole or in part with funds provided under this Agreement, for use in County EMA's emergency management activities. The parties agree that TVA shall have no control over, or authority, responsibility, or liability for, the procurement, use or operation of any such equipment.

6. RELATIONSHIP OF PARTIES

No person performing services under this Agreement (other than a person directly employed by TVA) shall be considered as an agent or employee of TVA unless specifically designated by TVA in writing as an agent. TVA is not liable and disclaims any liability to County EMA, or any agency thereof, or to any third party for damages to property, both real and personal, or personal injury (including death) which might arise out of or be in any way connected with any act or omission related to performance of this Agreement, on the part of any person not directly employed by TVA or designated by TVA in writing as an agent. Neither party is an agent of the other party for any purpose under this Agreement. In no event shall this Agreement be construed to confer any benefits or rights or any third parties.

7. RECORDS AND AUDIT RIGHTS

County EMA agrees to receive and manage, in accordance with generally accepted accounting procedures, the funds advanced by TVA under this Agreement. A separate funding account, in County EMA accounting records, shall be maintained for the receipt and disbursement of such funds. The County EMA and its subcontractors shall preserve and make available their records for a period of three (3) years from the date of its completion of the performance tasks set forth in this Agreement and its Exhibits and Appendices; provided, however, that such records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or to which exception has been taken by TVA, shall be retained until such appeals, litigation, claims, or exceptions have been disposed of. TVA (or its designated representatives) shall have the right to examine and audit all books, records, vouchers, and accounts of County EMA that pertain to the receipt, disbursement, and use of the sums advanced pursuant to this Agreement. Any such examination or audits shall be conducted during regular business hours and, to the extent possible, with reasonable advance notice.

8. ASSIGNMENT

Neither party will assign this Agreement to any third party, without the prior written consent of the other party.

9. LIMITATIONS OF LIABILITY

By entering into this Agreement, neither party, nor its agents or employees, assume any liability, obligation or duty (in tort, contract, strict liability, or otherwise) to the other party or any third party (or their subcontractors) for damages to property (real or personal) or personal injuries (including death), arising out of such parties' acts or omissions in connection with the performance of this Agreement.

10. TERMINATION AND MODIFICATION

10.1 TVA may terminate this Agreement upon written notice to County EMA in the event: (1) of a change in Applicable Laws that authorizes or provides for alternative funding for the REP purposes set forth herein; (2) BFN ceases licensed operations, or (3) the direct supervision of County EMA's emergency management agency is transferred or delegated from the Huntsville-Madison County Emergency Management Agency to another state or local government agency. In the event of termination under this Section, County EMA shall refund to TVA within sixty (60) days of such termination all of the funds furnished hereunder which are unexpended as of the date the notice of termination was given by TVA.

10.2 In the event of significant change in FEMA or NRC REP requirements, County EMA and TVA shall review the impact of any such change upon this Agreement and shall mutually determine, on the basis of such review, what actions are necessary by either or both parties to maintain compliance with Applicable Laws. In the event of a drastic and sudden increase in the inflation rate (as measured by the percentage change in the twelve month Bureau of Labor Statistics Consumer Price Index for all urban consumers) or in any of the non-salary categories listed on Exhibit A, which increase(s) would cause quantifiable financial hardship to County EMA, TVA and County EMA agree to review Exhibit A and make appropriate modifications thereto, as an amendment to this Agreement. However, neither party is required to agree to such an amendment.

11. ADMINISTRATION OF THIS AGREEMENT

In all matters relating to this Agreement, TVA's Senior Manager of Emergency Preparedness or his designee shall act for TVA, and the Huntsville-Madison County Emergency Management Agency Board or his designee shall act for County EMA.

12. WAIVER OF BREACH

The waiver by TVA of a breach of any provision of this Agreement by County EMA shall not operate or be construed as a waiver of any other or subsequent breach by County EMA.

13. ENTIRE AGREEMENT

This instrument contains the entire Agreement and understanding between the parties and there are no oral understandings, terms or conditions not herein recited. No party has relied upon any representation, either expressed or implied, not contained in this Agreement. All prior understandings, terms and conditions relating to requests by County EMA for funding relating to the maintenance of REPs are deemed to be merged in this Agreement. Any changes to this Agreement must be made in writing and executed by duly authorized representatives of both parties.

14. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with U.S. federal law, provided that, if federal law states no rule of decision for a particular matter or dispute, the laws of the State of Alabama will govern, without giving effect to Alabama's conflicts of law rules. Jurisdiction and venue for any dispute arising under or related to this Agreement properly will lie in the U.S. District Court for the Northern District of Alabama. Both parties waive any objection to that court's jurisdiction or venue therein.

15. SEVERABILITY

The unenforceability or invalidity of any particular provision of this Agreement shall not affect its other provision, and to the extent necessary to give such other provisions effect, they shall be deemed severable.

IN WITNESS WHEREOF, duly authorized representatives of the parties execute this Agreement, as of the Effective Date.

City of Huntsville, Alabama, DBA Huntsville-Madison County EMA

Name: _____

Title: _____

Tennessee Valley Authority

By: _____

Title: _____

EXHIBIT B: PERFORMANCE TASKS

1. SCOPE OF SERVICES

- A. County EMA will cooperate in a TVA's operation and maintenance of the REPs for BFN in compliance with Applicable Laws and the requirements established by the NRC and FEMA.
- B. County EMA will perform the tasks described in **Appendix 1** to this **Exhibit B**, in support of its obligations under the Agreement and this **Exhibit B**.
- C. Sections 2.3 and 4 of the Agreement, and in specific circumstances, Appendix 1, Section 14 govern the purchase and replacement, and repair, of equipment necessary to support REP-related activities under this Agreement. County EMA or (consistent with Applicable Laws) other appropriate state or local government agencies, will own all equipment purchased and used by County EMA under this Agreement. All such equipment shall be available for use, on a priority basis, to support the REP plans for BFN and SQN; provided, however, that consistent with Section 4.1 of the Agreement, such equipment may be used for other emergency response purposes when not required to support the REP.

2. PERSONNEL

In compliance with Applicable Laws:

- A. County EMA will hire, train, and qualify all personnel that perform REP-related services under this Agreement.
- B. County EMA shall maintain a record of qualifications and experience for all personnel that perform REP-related services under this Agreement. Upon TVA's written request, the County EMA shall make such personnel records available to TVA.
- C. County EMA shall encourage effective communication among the State of Alabama, affected State of Alabama and local agencies, and the other Alabama counties affected by the BFN REP. The County EMA shall maintain fixed nuclear plant personnel staffing at levels necessary to effectively uphold offsite REPs requirements. The County EMA will ensure that these personnel will remain available and responsive to support the TVA REPs as necessary to comply with this Agreement, or as reasonably requested by TVA.

3. PERFORMANCE STANDARDS

- A. County EMA is responsible for the performance or ensuring the performance (by any other local government emergency preparedness organization, or County EMA's or such other agencies' subcontractors) of all tasks listed in **Appendix 1** to this **Exhibit B**, in compliance prevailing emergency preparedness (performance) standards. County EMA is responsible for assessing and (as required by this Agreement) reporting on task performance progress its personnel, other agencies' personnel, and subcontractors to County EMA or such other agencies. County EMA remains responsible for its subcontractors' compliance with performance standards and this Agreement.
- B. In the event the County EMA or its subcontractors fail to perform in accordance with prevailing emergency preparedness professional (performance) standards, the County EMA shall be responsible for re-performing or having such services re-performed at its cost. An REP-related deficiency identified by FEMA will not automatically constitute a failure to perform in accordance with prevailing professional standards. AEMA will notify the County EMA with reasonable

specificity within thirty (30) days after discovery of the County EMA or its subcontractors' failure to make suitable progress upon or complete any task in accordance with prevailing professional (performance) standards and shall meet with TVA, AEMA, or ADPH to discuss and remedy the circumstances surrounding deficient performance.

4. EQUAL OPPORTUNITY COMPLIANCE

The County EMA shall comply with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and TVA regulations thereunder issued at 18 C.F.R. pts. 1302, 1307, and 1309, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this Agreement. In carrying out its obligations under this section, the County EMA shall comply with the provisions of Appendix 2 to this **Exhibit B**, which is an integral part of this Agreement. The County EMA shall make the information set out in Appendix 2 available in a form accessible to persons who do not understand English, including the visually impaired, in a manner to be determined by AEMA, ADPH and TVA.

5. RECORDKEEPING

The County EMA and its subcontractors shall keep accurate records in sufficient detail to allow verification of progress and completion of the performance tasks described in Appendix 1, and enable TVA to audit such records, consistent with Section 7 of the Agreement.

6. REPORTING REQUIREMENTS

County EMA shall submit three quarterly and a final progress report to TVA during each Contract Year of this Agreement. The County EMA shall submit individual quarterly reports within thirty (30) days after the completion of each of the first three quarters of the Contract Year detailing the progress and/or completion status of each task listed in Appendix 1 of this **Exhibit B**. The County EMA will submit its final annual report to TVA within thirty (30) days of the end of the Contract Year, and summarize in such report the completion of each task performed during the prior Contract Year.

APPENDIX 1

PERFORMANCE TASKS

1. The County EMA will assist AEMA and ADPH in maintaining the Alabama Radiological Emergency Response Plan for Nuclear Power Plants for BFN and cooperate to operate and maintain a quality REP program, in compliance with Applicable Laws, and Nuclear Regulatory Commission (NRC) and Federal Emergency Management Agency (FEMA) guidance, applicable to offsite radiological emergency preparedness (REP) plans.
 - A. The County EMA will ensure that current (or above) REP plan effectiveness levels are maintained in all REP plans and program areas.
 - B. The County EMA will coordinate REP planning and operational activities with adjacent or other States and Federal agencies as necessary. The County EMA will provide REP-related information and necessary copies of the Alabama Radiological Emergency Response Plan to TVA and to State and Federal agencies as necessary.
 - C. The County EMA will annually assist AEMA and ADPH in a review of the Alabama Radiological Emergency Response Plan and SOPs with appropriate State, county EMA and independent agencies to ensure that a coordinated response will be made to plan changes and lessons learned during the fiscal year, this includes implementing appropriate portions of the updated Evacuation Time Estimate study. They will annually review and maintain necessary letters of agreements for support of the REP.
 - D. The County EMA will ensure that organizational tasks and procedures are current, in accordance with FEMA established/acceptable guidance, and that consistency exists among State and county EMA agencies.
 - E. The County EMA will maintain a close liaison with TVA and AEMA REP staff to ensure they are aware of plan changes and that State, County EMA and TVA plans are synchronized.
 - F. The County EMA (in cooperation with the Alabama Emergency Management Agency (AEMA) and Alabama Department of Public Health (ADPH)) will update, publish and distribute changes to the Plan or applicable SOPs, as needed. Identified changes shall be updated and distributed at least annually.
2. The affected county EMA agencies/organizations will participate in REP exercises and drills on an annual basis in accordance with the Alabama Radiological Emergency Response Plan, Annex F, Exercise and Drills of the State REP-Basic Plan; and Annex F, Exercise and Drills of Part II: Browns Ferry Nuclear Power Plant. In addition, to the extent requested by TVA, each will participate in dress rehearsals for FEMA graded exercises and the annual FEMA non-graded dress rehearsal and exercise, to include participation of the counties, SEOC, FEOC, CECC, JIC, SRMAC, field monitoring teams and laboratory facilities. Participation shall be of the nature and quality to amply demonstrate the capability of protecting the health and safety of the public in accordance with established FEMA and NRC exercise evaluation processes.
 - A. The County EMA will cooperate with and provide information to TVA and other agencies as needed to facilitate exercise planning and development, including exercise objectives, on-site scenario needs, and off-site scenario packages. The County EMA shall conduct pre-exercise and drill checks to ensure exercise readiness.

- B. The County EMA will ensure that all phases of the TVA off-site REP are successfully demonstrated in the required cycle.
 - C. The County EMA will work with AEMA and FEMA for exercise coordination, scheduling, review, evaluation, and necessary resolutions.
 - D. During State and/or local participation in dress rehearsals and exercises, the County EMA will provide timely official public information on offsite matters from the TVA/State/local Joint Information Center located in Decatur.
 - E. The County EMA will work with AEMA and ADPH to ensure that REP responsibilities during exercises are sufficiently carried out in order to achieve all established exercises objectives.
 - F. The County EMA will perform appropriate training, procedural adjustments, exercises, and drills as needed to correct evaluation items noted as deficient or requiring any corrective action.
 - G. Following each dress rehearsal and exercise, the County EMA, in conjunction with involved State and local agencies, will prepare and implement an exercise evaluation report/action plan to record lessons learned and direct actions to improve response in future exercises or emergencies. The report will be distributed to TVA and appropriate State and/or local agencies.
3. The County EMA will maintain annual training of personnel necessary for staffing positions or functions identified in the County EMA Plan which is part of the Alabama Radiological Emergency Response Plan, to include local government employees/officials, and volunteers. The County EMA will also ensure that REP planners, local Public Information Officers, exercise controller and evaluators, emergency medical services and facility personnel, emergency workers, and others as needed are adequately trained. Training activities will be coordinated with ADPH, AEMA, and TVA REP personnel.
- A. The County EMA's will develop and maintain lesson plans and/or instruction material for annual emergency worker and other necessary REP related training.
 - B. The County EMA's shall offer required REP training and recruit as necessary to ensure the existence of adequate REP capabilities within each affected local agency or support group, to include volunteers.
 - C. The County EMA's will conduct annual training of personnel necessary for staffing positions or functions required in the Alabama Radiological Emergency Response Plan and/or SOP's. The County EMA will meet semiannually with school officials to review notifications, evacuation, reception, and other REP procedures.
 - D. The County EMA will maintain detailed records of REP related training for necessary documentation.
4. The County EMA will ensure that it and other State or local REP support agencies will provide public information/educational support and programmatic REP support for BFN.
- A. The County EMA will annually assist AEMA and TVA in the coordination, writing and review of the Public Information material (calendar or brochure) provided in support of the public information and/or education effort, including the review of evacuation routes, signs, confirming/updating street or road identification, accuracy of emergency planning information, and other information as necessary.

- B. The County EMA will annually coordinate with necessary State and local agencies to ensure that agriculture information pertaining to crop and livestock protection can be rapidly disseminated to the counties in the plume and ingestion pathway Emergency Planning Zones (EPZs) as necessary. The County EMA will annually review existing agriculture brochure/information and coordinate necessary revisions as required.
 - C. The County EMA shall annually review and rewrite as necessary procedures for public information and education.
 - D. The County EMA will annually participate in the media training conducted by TVA to acquaint the news media with emergency information concerning TVA's nuclear plants.
 - E. The County EMA will maintain an Emergency Alert System capability necessary for timely and accurate emergency notifications and emergency information as necessary to inform the public in the event of a radiological emergency. An annual review of the system will be performed and updates shall be made as necessary.
 - F. The County EMA will participate in the coordination and review process for the TVA update of REP maps utilized in support of the REP.
 - G. The County EMA representatives will participate in quarterly (and other meetings as requested) planning, coordination, and enhanced communication meetings with TVA.
 - H. The County EMA will prepare and maintain current emergency communication directories for the REP plans. The County EMA will coordinate and provide AEMA, ADPH, and TVA with the State and local contacts necessary to ensure effective communications during an emergency. This shall include current telephone numbers (requires quarterly update), initial notification procedures; key State and local officials, and any special contact arrangements. The County EMA will assist TVA in the quarterly review and update of the TVA Emergency Notification Directory.
5. The County EMA will provide an operational radiological protection system in accordance with the Alabama Radiological Emergency Response Plan and NRC/FEMA requirements for the effective radiological support of the TVA REP plan.
- A. The County EMA will provide, maintain, and administer the equipment and supplies necessary for controlling radiological exposure during an emergency, including shelter kits, emergency services kits, decontamination supplies, TLDs, and other supplies required by the Alabama Radiological Emergency Response Plan.
 - B. The County EMA will coordinate the placement and utilization of dosimeters, survey instruments, thermo luminescent dosimeters (TLDs).
 - C. The County EMA will coordinate the issuance, recovery, and exchange of TLDs in a timely manner.
6. ADPH, with implementation assistance from AEMA and the Affected County EMA, will act as the primary point of contact for coordination and consistency of all State and local SOPs pertaining to radiological matters.
- A. ADPH (with AEMA and the Affected County EMA assistance) will maintain the capability to perform independent accident assessment and protective action decision-making processes.

- B. ADPH (with AEMA and the Affected County EMA assistance) will evaluate recovery/reentry procedures and SOPs related to TVA's REP plan.
 - C. ADPH (with AEMA and the Affected County EMA assistance) will maintain the capability to verify offsite predicted doses by radiological field monitoring.
 - D. ADPH will maintain the capability to evaluate the ingestion pathway hazard and to issue directives for which AEMA, the Affected County EMA, and other necessary State and/or county EMA agencies will implement protective actions to minimize the potential hazard associated with contaminated food products and water in the areas surrounding BFN.
7. The County EMA will ensure an operational system of communication in accordance with the Alabama Radiological Emergency Response Plan and NRC/FEMA requirements for the effective communication support of the TVA REP plan.
 - A. To the extent required to maintain an operational system of communication in accordance with the Alabama Radiological Emergency Response Plan and NRC/FEMA requirements, The County EMA will maintain their agency's inventory of communication equipment purchased by TVA for emergency response purposes within the BFN affected counties.
 - B. Lawrence, Lauderdale, Limestone, Madison, and Morgan County EMAs will maintain current and/or necessary (State and/or local maintained) REP telephone circuits (including applicable telecopy lines) and other communication capabilities in their respective county.
 - C. The County EMA will, at least weekly, test emergency REP communications among the State, local agencies, and TVA, including any backup systems. They will report communication malfunctions to TVA for equipment maintained by TVA.
 8. The County EMA will coordinate with State and/or local agencies and localities to provide for the use of facilities for the offsite support of BFN and SQN, e.g. schools, local hospitals, shelters, etc.
 9. ADPH will maintain primary and backup hospital arrangements in support of the TVA REP plan and conduct radiological medical training and drills as necessary. The County EMA shall support as necessary.
 10. The County EMA will annually review the TVA Emergency Action Levels for BFN, providing TVA with a written report following the review.
 11. The County EMA will review and comment on FEMA or other REP requirements and proposed changes as necessary.
 12. TVA may provide funds under this Agreement for use by the County EMA in order to assist in the repair/replacement of equipment previously purchased with TVA funds (or provided directly by TVA) for the support of TVA's REP program, consistent with Section 2.4 and Section 4 of the Agreement.
 13. The County EMA will maintain and annually provide to TVA (upon submittal of the final FY report) a complete inventory of equipment purchased by the County EMA with TVA funds (or provided to the agencies by TVA) in support of TVA's REP plans.
 14. The County EMA must provide periodic written reports to TVA in compliance with Section 6 of **Exhibit B**.

APPENDIX 2

EQUAL OPPORTUNITY STATEMENT

Unless otherwise approved by TVA's Equal Opportunity Staff, County EMA shall include the following statement in all handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to describe the REP program, including, where TVA deems appropriate, notices posted by County EMA:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a Federal agency. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1974, and applicable TVA regulations at 18 C.F.R. pts. 1302, 1307, and 1309, no person shall on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 90 days from the date of the alleged discrimination. The complaint should be sent to the Tennessee Valley Authority, Equal Opportunity Staff, 400 West Summit Hill Drive, Knoxville, Tennessee 37902. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.