AGREEMENT BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
THE COUNTY OF INDIAN RIVER
FOR RADIOLOGICAL EMERGENCY PREPAREDNESS PROGRAM

This Agreement is between Florida Power & Light Company ("Company"), and the County of Indian River ("County").

I. PURPOSE

A. Certain responsibilities have been defined by the U.S. Nuclear Regulatory Commission ("NRC") in certain provisions of 10 CFR Parts 50 and 70 and in the NRC guidance document NUREG 0654, FEMA-REP-1, Revision 2, "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 ("NUREG 0654, FEMA-REP-1, Revision 2").

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, the Company shall make equal semi-annual advances to the County as described in Exhibit A. Expenditures by the County shall be based upon the approved budget attached hereto and incorporated herein.

IV. TITLE TO EQUIPMENT

Any equipment purchased by the County under this Agreement shall be the property of the County. This equipment is to be used for the activities described herein for the term of this Agreement and subsequent agreements between the parties. Upon termination of the agreements and cessation of the County's activities, the equipment will remain the property of the County.

V. INTEREST

The unexpended portion of advance payments to the County shall be invested in an interest-bearing account in accordance with applicable county regulations, if any. At the end of the term agreement period, the County shall either refund all unexpended funds to Company or reflect all remaining interest earned as funds carried forward and apply such funds to any additional term of this agreement, as appropriate.

VI. AUDIT

A. The County shall (at any time during normal business hours and with five business days advance notification) make available for examination, to the Company and any of its duly authorized representatives, all of the records and data with respect to all matters covered by this Agreement. The County shall permit the Company and its designated authorized representatives to audit and inspect all costs and supporting documentation for all matters covered by this Agreement. The County shall provide an annual audited financial statement at the end of the Agreement period.

B. The County shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three years after the date of submission of the final expenditure report. Or, if an audit has been initiated during the term of this Agreement and audit findings have not been resolved, the records shall be retained until resolution of the audit findings. In addition, the County shall maintain time and attendance records for all salary costs charged to this Agreement.

VII. ASSIGNMENT

The County may assign the right to accept services, equipment, supplies, materials, or funds to any appropriate local governing body or agency.

VIII. TERMS OF AGREEMENT

A. The term of this Agreement is April 1, 2025, to March 31, 2027, unless sooner terminated in accordance with Paragraph B of this Article.

B. Either party may terminate this Agreement in whole or in part without cause, by providing sixty (60) days' notice in writing to the other party. Upon termination of this Agreement, all unexpended funds shall be returned to the Company, and an audit may be performed in accordance with Article VI of this Agreement.

C. The County agrees to be bound by the provisions included in the Standard Conditions attached to and incorporated by reference in this Agreement.

IX. MODIFICATIONS

Any modifications to this Agreement shall be in writing and signed by both parties. In the event the statutes, rules, regulations, or plans applicable to this Agreement are revised, voided, or rescinded, the parties agree to consider reasonable modifications to this Agreement.

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

FOR THE COUNTY	FOR THE COMPANY
By:	By:
Joseph E. Flescher (Type or Print Name)	Carlos Santos (Type or Print Name)
Chairman (Title)	Site Vice President (Title)
(Date)	7/25/25 (Date)

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, the judicial branch, 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 Stat 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 maintain current radiological emergency plans and implementing procedures for the County as required by Federal Emergency Preparedness Requirements.

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 Company.

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

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

F. 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 $ 110,830 for fiscal year 2025/2026 and $ 110,830 for fiscal year 2026/2027 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 April 2025 through March 2026 $ 110,830

Fiscal Year April 2026 through March 2027 $ 110,830

NOT TO EXCEED AMOUNT $ 221,660

Upon receipt of a County invoice in October and April of each year, the Company shall advance 50% of that fiscal year's budget amount to the County. For each year covered under this agreement, the Company shall provide funding to the County semi-annually in the same manner.

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

In the event the Company and County are unable to resolve differences regarding funding for preparation, testing and implementation of radiological emergency response activities, the parties shall first meet to resolve the dispute. If informal meetings are unsuccessful in resolving the issues, any dispute or controversy between the parties arising out of or in connection with this agreement must be submitted, by either party, to final and binding arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall be responsible for its attorneys' fees and costs incurred in the arbitration. The arbitrator's fees shall be paid in equal parts by the parties unless the award shall specify a different division of the fees. Venue for arbitration proceedings brought hereunder shall lie in Indian River 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

RADIOLOGICAL EMERGENCY PREPAREDNESS
BUDGET AND SCOPE OF WORK
Fiscal Year 2025-2026 & 2026-2027

ALLOCATION	AMOUNT	SCOPE OF WORK
Plan maintenance	$ 83,122.50	Funds provide for 100% of annual salary and benefits for the Radiological Coordinator, 25% of annual salary and benefits for the Emergency Services Planner and administrative overhead costs associated with the program.
Operating & Capital Expenses	$ 27,707.50	Funds provide for travel, training, equipment, calibration, printing, mailing, supplies, overtime and backfill associated with the radiological emergency preparedness program. This includes costs incurred in REP exercises and drills, which improve coordination, knowledge and skills of county personnel.
Total Annual Budget	$ 110,830.00	
Total Contract Amount	$ 221,660.00	