



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/12/2024

File ID: TMP-4578

Department: Emergency Management Agency

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the agreement identified as "Agreement between Tennessee Valley Authority and Huntsville-Madison County Emergency Management Agency, Alabama for Radiological Emergency Preparedness Funding".

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments:

N/A

RESOLUTION NO. 24-_____

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 Law Enforcement 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 seventeen (17) pages, and the date of September 12, 2024, 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 of the City of Huntsville, Alabama.

ADOPTED this the 12th day of September, 2024.

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

APPROVED this the 12th day of September, 2024.

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, 2024 (the "Effective Date"), by and between Tennessee Valley Authority (TVA) and Huntsville-Madison County Emergency Management Agency, Alabama ("County"). TVA and County 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 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 has the overall responsibility for emergency preparedness and local response in County concerning an incident at BFN; and

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

WHEREAS, the Federal Emergency Management Agency ("FEMA") has been designated by the President of the United States of America 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 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 solely to meet its statutory duties to protect public health and safety; and

WHEREAS, TVA, has previously provided County 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 the funds specified herein which shall constitute TVA's total responsibility for the incremental costs incurred by County 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, Alabama, and will provide sufficient funds for meeting the County'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 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

- 2.1 County shall maintain, coordinating with AEMA and appropriate agencies and political subdivisions, County 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 shall be responsible for assuring the performance of all necessary related County activities, including without limitation, staffing, planning, and coordination with local governments, administration, and logistical support.
- 2.2 Each County agency shall participate, in annual BFN Emergency exercises, as required by Applicable Laws, to maintain FEMA approval of the County and state BFN REP Annex. County is responsible for assuring the performance of all necessary and related County 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 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 receives from non-REP usage of said equipment, County will use Equipment Account funds, County funds and other available funds, as necessary, to replace REP equipment. County shall obtain prior approval from the TVA for any other expenditure of Equipment Account funds. TVA may require that the County 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's timetable for committing its own funding, if any.
 - (b) To enable TVA to thoroughly evaluate such written request, County 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 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 may submit such a request during any Contract Year in which County 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's timetable for committing its own funding, if any.
- (c) To enable TVA to thoroughly evaluate such written request, County 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 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 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 under this Agreement augment local emergency preparedness activities, specifically reimburse REP expenses, and do not replace or substitute for the County'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 normally allocates for local emergency preparedness activities.

3. RESPONSIBILITIES OF TVA

- 3.1 TVA will fund the County quarterly during each Contract Year by reimbursing County on a lump-sum, fixed amount basis, for actual funds that County 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 will cover all County costs related to this Agreement. County shall utilize the funds provided by TVA only to reimburse the incremental expenses described in Exhibit A (REP Funding Support) hereto. County 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 hereunder may be utilized to pay all or any part of the salary of any County official.
- 3.2 Upon receiving a written request from County, and all necessary information from County supporting such request, under either Section 2.3 or Section 2.4, above, TVA will evaluate and submit a written response to County within a reasonable time of TVA's receipt of such

request.

- 3.3 TVA will comply with Applicable Laws governing its funding to County 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 may use such equipment for purposes other than REP support, only if County 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 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 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 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, 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 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'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, 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 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 accounting records, shall be maintained for the receipt and disbursement of such funds. The County 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 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 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'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 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 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, TVA and County 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 Director, Huntsville-Madison County Emergency Management Agency or his designee shall act for County.

12. WAIVER OF BREACH

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

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 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.

TENNESSEE VALLEY AUTHORITY	MADISON COUNTY
By (Signature):	By (Signature):
Print Name:	Print Name:
Title:	Title:
Date:	Date:

EXHIBIT A**MADISON COUNTY RADIOLOGICAL EMERGENCY PLAN/PROGRAM (REP) FUNDING SUPPORT**

	FY2025	FY2026	FY2027	FY2028	FY2029
Salary	\$137,935	\$143,452	\$149,190	\$155,158	\$161,364
Travel	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Rentals and Leases	\$12,876	\$13,391	\$13,927	\$14,484	\$15,063
Exercise & Training	\$878	\$913	\$950	\$988	\$1,027
TOTAL	\$154,689	\$160,757	\$167,067	\$173,629	\$180,455
One Time Equipment Purchase 0-5R Dosimeters & Dosi-Lites		\$5,000			
GRAND TOTAL	\$154,689	\$165,757	\$167,067	\$173,629	\$180,455

EXHIBIT B: PERFORMANCE TASKS

1. SCOPE OF SERVICES

A. County will cooperate in a TVA's operation and maintenance of the REPs for BFN, and SQN in compliance with Applicable Laws and the requirements established by the NRC and FEMA.

B. County 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 or (consistent with Applicable Laws) other appropriate state or local government agencies, will own all equipment purchased and used by County 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 will hire, train, and qualify all personnel that perform REP-related services under this Agreement.

B. County 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 shall make such personnel records available to TVA.

C. County 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 shall maintain fixed nuclear plant personnel staffing at levels necessary to effectively uphold offsite REPs requirements. The County 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 is responsible for the performance or ensuring the performance (by any other local government emergency preparedness organization, or County'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 is responsible for assessing and (as required by this Agreement) reporting on task performance progress its personnel, other agencies' personnel, and subcontractors to County or such other agencies. County remains responsible for its subcontractors' compliance with performance standards and this Agreement.

B. In the event the County or its subcontractors fail to perform in accordance with prevailing emergency preparedness professional (performance) standards, the County 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 with reasonable specificity within thirty (30) days after discovery of the County 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 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 shall comply with the provisions of Appendix 2 to this **Exhibit B**, which is an integral part of this Agreement. The County 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 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 shall submit three quarterly and a final progress report to TVA during each Contract Year of this Agreement. The County 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 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 will assist AEMA and ADPH in maintaining the Radiological Emergency Annex to the State Emergency Operations Plan (EOP) Response Plan for Nuclear Power Plants for BFN and Sequoyah (SQN) Nuclear Plants and cooperate to operate and maintain a quality REP Annex, 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 will ensure that current (or above) REP plan effectiveness levels are maintained in all REP Annex and program areas.
 - B. The County will coordinate REP planning and operational activities with adjacent or other States and Federal agencies as necessary. The County will provide REP-related information and necessary copies of the REP Annex to TVA and to State and Federal agencies as necessary.
 - C. The County will annually assist AEMA and ADPH in a review of the REP Annex and SOGs with appropriate State, county 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 will ensure that organizational tasks and procedures are current, in accordance with FEMA established/acceptable guidance, and that consistency exists among State and county agencies.
 - E. The County will maintain a close liaison with TVA and AEMA REP staff to ensure they are aware of REP Annex changes and that State, County and TVA plans are synchronized.
 - F. The County (in cooperation with the Alabama Emergency Management Agency (AEMA) and Alabama Department of Public Health (ADPH) will update, publish and distribute changes to the REP Annex or applicable SOGs, as needed. Identified changes shall be updated and distributed at least annually.
2. The affected county agencies/organizations will participate in REP exercises and drills on an annual basis in accordance with the REP Annex. 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, 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 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 shall conduct pre-exercise and drill checks to ensure exercise readiness.
 - B. The County will ensure that all phases of the TVA off-site REP are successfully demonstrated in the required cycle.
 - C. The County 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 will provide timely official public information on offsite matters from the TVA/State/local Joint Information Center located in Decatur.
 - E. The County 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 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, 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 will maintain annual training of personnel necessary for staffing positions or functions identified in County Plan which is part of the REP Annex, to include local government employees/officials, and volunteers. The County 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. ADPH will develop and maintain lesson plans and/or instruction material for annual emergency worker and other necessary REP related training.
 - B. The County EMAs 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 EMAs will conduct annual training of personnel necessary for staffing positions or functions required in the REP Annex and/or SOGs. The County will meet

semiannually with school officials to review notifications, evacuation, reception, and other REP procedures.

- D. The County will maintain detailed records of REP related training for necessary documentation.
4. The County will ensure that it and other State or local REP support agencies will provide public information/educational support and programmatic REP support for BFN and SQN.
- A. The County 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 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 will annually review existing agriculture brochure/information and coordinate necessary revisions as required.
 - C. The County shall annually review and rewrite as necessary procedures for public information and education.
 - D. The County 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 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 will participate in the coordination and review process for the TVA update of REP maps utilized in support of the REP.
 - G. The County representatives will participate in quarterly (and other meetings as requested) planning, coordination, and enhanced communication meetings with TVA.
 - H. The County will prepare and maintain current emergency communication directories for the REP plans. The County will coordinate and provide AEMA, ADPH, and TVA with local contacts necessary to ensure effective communications during an emergency. This shall include current telephone numbers (requires quarterly update), initial notification procedures, key local officials, and any special contact arrangements. The County will assist TVA in the quarterly review and update of the TVA Emergency Notification Directory.

5. The County will provide an operational radiological protection system in accordance with the REP Annex and NRC/FEMA requirements for the effective radiological support of the TVA REP plan.
 - A. ADPH will ensure that cyclic calibration and repair of radiation protection devices are maintained in the appropriate locations as required for REP purposes for the control of radiological exposure during a radiological emergency. If a radiological protection device cannot be easily repaired or calibrated by ADPH, it will be the responsibility of the county or state agency to repair or replace the affected device.
 - B. The County 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 REP Annex.
 - C. The County will coordinate the placement and utilization of dosimeters, survey instruments, thermos luminescent dosimeters (TLDs), and potassium iodide (KI). ADPH will coordinate with the County EMAs the make and model, and total number of radiation protection devices required for REP purposes.
 - D. The County and ADPH 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 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 SOGs related to TVA's REP plan.
 - C. ADPH (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 orders for which AEMA, the Affected County EMA, and other necessary State and/or county 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 will ensure an operational system of communication in accordance with the REP Annex and NRC/FEMA requirements for the effective communication support of the TVA REP plan. The County will ensure the operational system of communication within ADPH.

- A. To the extent required to maintain an operational system of communication in accordance with the REP Annex and NRC/FEMA requirements, The County will maintain their agency's inventory of communication equipment purchased by TVA for emergency response purposes within the BFN affected counties.
 - B. The County will continue to maintain a Repair Program for the repair/maintenance of items used by the affected counties in direct support of the REP, and purchased by TVA funds.
 - C. Lawrence, Lauderdale, Limestone, Madison, and Morgan County EMAs will maintain current and/or necessary (local maintained) REP telephone circuits (including applicable telecopy lines) and other communication capabilities in their respective county.
 - D. The County 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 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 shall support as necessary.
 - 10. The County will annually review the TVA Emergency Action Levels for BFN, providing TVA with a written report following the review.
 - 11. The County 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 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 will maintain and annually provide to TVA (upon submittal of the final FY report) a complete inventory of equipment purchased by the County with TVA funds (or provided to the agencies by TVA) in support of TVA's REP plans.
 - 14. The County 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 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:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a Federal agency. Under Title VI of the Civil Rights Action 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.