SUBORDINATE AGREEMENT

For San Onofre Nuclear Generating Station

IN SUPPORT OF RADIOLOGICAL EMERGENCY PLANNING AND RESPONSE ACTIVITIES

THIS AGREEMENT is entered into this _____ day of ______ 20___, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and ______, a (municipal corporation/special district/not-for-profit corporation), hereinafter referred to as "PARTNER AGENCY."

WHEREAS, County and Partner Agency recognize that radiological emergency planning and response activities continue to be necessary as the San Onofre Nuclear Generating Station (SONGS) moves through the decommissioning, decontamination and dismantling process.

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, has executed a Memorandum of Understanding for Support of Radiological Emergency Planning and Response, hereinafter referred to as "the MOU" (Attachment A) and incorporated herein by reference, with Southern California Edison (SCE) to address radiological emergency planning and response activities, and associated funding.

WHEREAS, the MOU documents the mutual agreement of all signatory parties to continue collaborative and cooperative management of the emergency preparedness, planning, response and recovery activities related to SONGS.

WHEREAS, all parties wish to maintain the Interjurisdictional Planning Committee (IPC) structure in its current state.

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WHEREAS. all parties wish to maintain the fiscal program structures as close to those as were previously administered through California Office of Emergency Services under the Nuclear Power Preparedness Program (NPP) and the IPC will revise and administer the NPP Program Guidance in the future, without the involvement of the California Office of Emergency Services.

Now, therefore, it is mutually agreed as follows:

- 1. COUNTY shall maintain and administer the MOU between SCE and County. In negotiating terms and conditions, COUNTY will demonstrate best efforts to ensure the interests of Parties to the Subordinate Agreements.
- 2. County shall revise, maintain and administer Nuclear Power Preparedness Program guidance (Attachment B) to be incorporated herein by reference. County shall from time to time review and revise these guidelines to ensure compliance with nuclear emergency preparedness standards, California Government Code, County policies, and generally accepted government accounting standards.
- 3. COUNTY shall transfer NPP funds to PARTNER AGENCY on an annual basis as documented in the Attachment B.
- 4. PARTNER AGENCY shall assume all continuation costs of equipment, technologies and/or services to include but not limited to upgrades, licenses and renewals of said equipment, technologies and/or services.
- 5. If equipment acquired with NPP funds becomes obsolete or unusable, PARTNER AGENCY shall notify COUNTY of such condition. PARTNER AGENCY shall transfer or dispose of NPP-funded equipment in accordance with its policies and procedures.
- 6. PARTNER AGENCY agrees to indemnify, defend and save harmless COUNTY and their elected and appointed officials, officers, agents and employees from any and all claims Radiological Emergency Planning

and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with PARTNER AGENCY's use of equipment, technology or services purchased with NPP funds and PARTNER AGENCY's performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by PARTNER AGENCY in PARTNER AGENCY's use of NPP-funded equipment, technology or services.

- 7. By executing this Agreement, PARTNER AGENCY agrees to comply with and be fully bound by all applicable provisions of NPP Guidance (Attachment B). PARTNER AGENCY shall notify COUNTY immediately upon discovery that it has not abided or no longer will abide by any applicable provision of Attachments B.
- 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 9. PARTNER AGENCY may not assign this Agreement in whole or in part without the express written consent of COUNTY.
- 10. For a period of three years after final payment hereunder or until all claims related to this Agreement are finally settled, whichever is later, PARTNER AGENCY shall preserve and maintain all documents, papers and records relevant to the work performed or property or equipment acquired in accordance with this Agreement. For the same time period, PARTNER AGENCY shall make said documents, papers and records available to COUNTY and SCE or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of PARTNER AGENCY, upon request during usual working hours.

1	11. COUNTY may terminate this Agreement and be relieved of the payment of any										
2	consideration to PARTNER AGENCY if COUNTY loses funding under the SCE MOU.										
3	12. PARTNER AGENCY and its agents and employees shall act in an independent										
4	capacity in the performance of this Agreement and shall not be considered officers, agents or										
5	employees of COUNTY or SCE										
6 7	In witness whereor, the parties have executed this Agreement in the County o										
8	Orange, State of California.										
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11				subdi	vision of the State of California						
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13			Ву								
14 15			·		Donna Boston, Director Orange County						
16					Sheriff's Department						
17					"COUNTY"						
18	APPROV	'ED AS TO FORM:									
19		COUNSEL									
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21		endy Phillips, Deputy									
22		, 2015									
23	DATED.	, 2013									
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Attachment B - SONGS Subordinate Transfer Agreement