

CITY OF DANA POINT
AGENDA REPORT

Reviewed By:	
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CM	<input checked="" type="checkbox"/>
CA	<input type="checkbox"/>

DATE: AUGUST 27, 2003

TO: DOUGLAS C. CHOTKEVYS, CITY MANAGER
CITY COUNCIL

FROM: SHERYL LINDSEY, DIRECTOR OF ADMINISTRATIVE SERVICES
MIKE ROSE, EMERGENCY SERVICES COORDINATOR

SUBJECT: PROFESSIONAL SERVICES FOR NUCLEAR POWER
PREPAREDNESS

RECOMMENDED ACTION:

That City Council approve the contract for professional services for nuclear power plant preparedness, between the City and Andy Anderson (Anderson).

BACKGROUND:

Professional services for assisting with the planning, training, and performance of tasks associated with conducting the required Nuclear Power Plant FEMA-Evaluated exercises are budgeted within the Emergency Services budget. All expenses are reimbursable through the State Nuclear Power Preparedness Program.

DISCUSSION:

Anderson was under contract with the City, as the Emergency Planning Consultant, for the period of April through November 2002. During this period he assisted in the selection and training of the current Emergency Services Coordinator, and his efforts on behalf of the City assisted in the successful completion of the 2002 FEMA-Evaluated Nuclear Power Plant Emergency Exercise.

Under the terms of the new contract, Anderson will be available to assist with the Nuclear Power Plant exercises scheduled over the next several years, and his duties will include, but are not limited to:

1. Participate in monthly meetings of the SONGS Interjurisdictional Planning Committee to prepare for FEMA-graded exercises scheduled during the term of this contract.
2. Prepare for and participate in the annual SONGS/IPC Decision Maker's Symposiums.

- 3. Prepare for and facilitate staff training in preparation for the FEMA-graded exercises.
- 4. Prepare for and participate in the biennial rehearsals and FEMA-graded exercises.
- 5. Participate in entrance and exit meetings held by FEMA for the biennial exercises in order to receive FEMA's impressions.

The contract shall commence on September 1, 2003 and shall remain in effect until August 31, 2005, and may be terminated by either party with thirty (30) days advance written notice to the other party.

NOTIFICATION/FOLLOW UP:

None.

FISCAL IMPACT:

None. All expenses related to this project are 100% reimbursable through the State Nuclear Power Preparedness Program.

ALTERNATIVE ACTIONS:

None.

ACTION DOCUMENTS:

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A. [Professional Services Contract](#)3

Action Document APROFESSIONAL SERVICES CONTRACT
"Emergency Planning Consultant"

THIS CONTRACT is made and entered into this 1st day of September, 2003, by and between the City of Dana Point, a municipal corporation ("City") and Andy Anderson ("Anderson"). It is hereby agreed between the City and Anderson collectively, that:

1. Recitals. This Contract is made and entered into with respect to the following facts:
 - A. The City of Dana Point is scheduled to participate in biennial nuclear power plant exercises to comply with federal guidance outlined in document "NUREG-O654" as authorized by federal regulation 44 CFR 350;
 - B. 44 CFR 350 is the FEMA Rule 44 of the Code of Federal Regulations, Part 350, *Review and Approval of State and Local Radiological Emergency Plans and Preparedness*, Final Rule, dated September 28, 1983;
 - C. The Federal Emergency Management Agency will evaluate the City on its ability to protect the public in the event of a nuclear power plant accident;
 - D. City personnel will demonstrate said ability based on procedures outlined in the City of Dana Point Emergency Plan;
 - E. The City has requested Anderson to provide his services in the capacity of "Emergency Planning Consultant;" and
 - F. Anderson desires to provide the professional services requested by the City of Dana Point.
2. Duties. Effective September 1, 2003, the City Manager hereby appoints Anderson as Emergency Planning Consultant to perform the duties and functions specified in the City's emergency plan, City's ordinances, those required by the California Government Code, the classification specifications and to perform other legally permissible duties and functions as the City Manager may request during the contract period.
 - A. Responsibilities: As "Emergency Planning Consultant", Anderson shall assist with the implementation of the City Emergency Plan for a nuclear power plant emergency. Anderson shall be responsible for:

- 1) Participating in meetings of the Interjurisdictional Planning Committee to prepare for the FEMA-graded exercises;
- 2) Participating in the annual Decision Maker's Symposiums;
- 3) Assisting with the preparation and facilitation of staff training in preparation for the FEMA-graded exercises;
- 4) Preparing for and participating in the rehearsals and FEMA-graded exercises conducted within the term of this contract;
- 5) Participating in entrance and exit meetings held by FEMA for the annual exercises.

B. Federal Guidelines: During the exercises, the City will be demonstrating its ability to protect the public by meeting a variety of federally prescribed objectives. In preparation for this, Anderson shall review current federal guidelines for the objectives to be demonstrated during the exercises.

C. Rehearsal and Exercise: Anderson shall serve as Emergency Planning Consultant during the rehearsals and the FEMA-evaluated exercises scheduled during the term of this contract.

3. Term. This Contract shall commence on September 1, 2003 and shall remain in effect until August 31, 2005. This Contract may be terminated by either party with thirty (30) days advance written notice to the other party.
4. Compensation. The City agrees to compensate Anderson at the rate of \$80.00 per hour for reviewing the City Emergency Plan, reviewing federal guidance, attending training, Decision Maker's Symposiums and IPC meetings, participating in rehearsals and exercises, and attending FEMA entrance and exit meetings. Reasonable and ordinary business expenses incurred by Anderson in the performance of this Contract, including automobile mileage on city business, parking, business meals, mobile telephone charges, and other business expenses, shall be included in the aforementioned rate. Contractor shall submit periodic invoices to the City for services provided within the terms of this contract.
5. Use of City Facilities. City agrees to make available to Anderson suitable office space, conference rooms, secretarial services, and use of City telephones, copying, and computers as a convenience and at no expense to Anderson to facilitate Anderson's performance of Emergency Planning Consultant. Such facilities shall not be used by Anderson for other business or personal uses.
6. Status. Anderson, at all times, during the term of this Contract shall be an independent contractor and not an employee of the City. As such, Anderson

shall be solely responsible for: the payment of all payroll taxes; including state and federal income taxes, social security taxes, state disability taxes, unemployment insurance; securing any permit or license required to perform the work specified by this Contract; and to comply with any other applicable local, state, or federal regulations. Anderson shall not be enrolled as a member of Public Employee Retirement System ("PERS") and shall not receive credit from PERS for the time served as Emergency Planning Consultant pursuant to the terms of this Contract.

7. Confidentiality. Anderson agrees to maintain the confidentiality of any and all legal, financial, personnel, proprietary, or any other such information or documents to which Anderson has access in order to perform the requirements of this Contract.
8. Bonding. City shall bear the full cost of any fidelity or other bonds required of Anderson under any law or ordinance.
9. Indemnification. City shall defend, hold harmless and indemnify Anderson against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of this Contract, or any alleged act or omission occurring in the performance of Anderson's duties under the contract in accordance with the provisions of California Government Code section 825.
10. Amendment. No amendment, alteration or modification of this Contract shall be binding unless in writing and signed by both Anderson and City.

DATED: _____

CITY OF DANA POINT

Douglas C. Chotkevys, City Manager

ATTEST:

Susan Ramos, City Clerk

APPROVED AS TO FORM:

Patrick Munoz, City Attorney

Andy Anderson