

LETTER OF AGREEMENT
Between

The State of Minnesota, acting through its Department of Human Services, and
City of Princeton

for the

**Establishment and Operation of a Fixed-Site Radiological Emergency
Reception Center**

The Minnesota Department of Human Services (“DHS” or “STATE”) and City of Princeton (“City of Princeton”) enter into the following agreement for the development, preparedness planning, management, operation and sustainment of a fixed-site radiological emergency reception center at the Princeton High School (Princeton Reception Center) in Princeton, Minnesota.

This Letter of Agreement (“LOA” or “Agreement”) details the roles and responsibilities for the planning, development, operation, management and support of a fixed-site reception center. The reception center is established to receive evacuees during a nuclear power plant emergency occurring at the Monticello Nuclear Generating Plant as required by NUREG 0654.

DHS requires local radiological emergency response services for the Princeton Reception Center in order to fulfil DHS’ obligations under Minnesota Statutes chapter 12; 44 C.F.R. Part 350; the Joint Nuclear Regulatory Commission and FEMA document titled “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants” (NUREG-0654/FEMA-REP-1); the most current Minnesota Executive Order, “Assigning Emergency Responsibilities to State Agencies;” and the Minnesota Emergency Operations Plan, Annex J.

This LOA also establishes procedures for the working relationship between DHS and City of Princeton. The Agreement ensures that the two entities have a fully integrated response to protect the health and safety of the public at the Princeton Reception Center (Princeton High School, 807 8th Ave South, Princeton, MN) during a drill, exercise or actual radiological emergency at Monticello Nuclear Generating Plant.

DHS has a separate agreement titled “Letter of Agreement between The State of Minnesota, Department of Public Safety, Division of Homeland Security and Emergency Management and the State of Minnesota, Department of Human Services through its Emergency Management Section” executed with the Minnesota Department of Public Safety (“HSEM”) which details the responsibilities DHS and HSEM will bear for the operation and maintenance of the Reception Centers. Pursuant to that agreement, DHS will execute agreements with counties for the management and operations of the Reception Centers. Also pursuant to that agreement, HSEM will bear the sole responsibility for any costs the City incurs for the management and operation

of the Reception Centers. HSEM will provide grants to the counties for these costs. Therefore, the parties agree that HSEM, and only HSEM, is responsible for any costs and expenses incurred by City of Princeton under this Agreement between DHS and City of Princeton.

Glossary.

Radiological Emergency Preparedness program (REP program): Minnesota's state Radiological Emergency Preparedness program, developed in accordance with the Federal Emergency Management Agency (FEMA) Radiological Emergency Preparedness program, and in order to meet the requirements in: 44 C.F.R. Part 350; the Joint Nuclear Regulatory Commission and FEMA document titled "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants" (NUREG-0654/FEMA-REP-1); the Minnesota Executive Order 13-13 "Assigning Emergency Responsibilities to State Agencies;" and the Minnesota Emergency Operations Plan, Annex J.

All other terms used in this Agreement are defined in the "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants" (NUREG-0654/FEMA-REP-1), developed and maintained by FEMA.

Joint Agency Responsibilities:

1. DHS and City of Princeton agree to comply with all requirements and protocols contained in the most recent versions of 44 C.F.R. Part 350; the Joint Nuclear Regulatory Commission and FEMA document titled "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants" (NUREG-0654/FEMA-REP-1); the most current Minnesota Executive Order, "Assigning Emergency Responsibilities to State Agencies;" and the Minnesota Emergency Operations Plan, Annex J.
2. DHS and City of Princeton will work cooperatively to ensure the development, maintenance and support of the Princeton Reception Center.
3. DHS and City of Princeton will jointly drill and exercise the radiological emergency reception center response plans, procedures and facilities as required by NUREG-0654/FEMA-REP-1. STATE and City of Princeton will cooperate to write an "Extent-of-play" for drills and exercises, which will detail the focus and content of the drill or exercise. STATE and City of Princeton will cooperate to perform and complete the drill or exercise. All drills and exercises must be sufficient to demonstrate the "Reasonable Assurance" standard, as defined by the Federal Emergency Management Agency (FEMA) in FEMA P-1028, "Program Manual, Radiological Emergency Preparedness", published in December 2019.
4. During a drill, exercise or actual radiological event at a nuclear generating plant, DHS and City of Princeton will use the Emergency Classification Levels (ECLs) as identified in Appendix 1 of NUREG 0654-REP Rev. 1 as they are issued by the nuclear generating plant.

5. DHS and City of Princeton will share emergency contact information.

Responsibilities of the Department of Human Services (DHS)

1. DHS will provide annual training for city and local reception center responders. City of Princeton may provide annual training with the approval of DHS.
2. DHS will assist in planning for drills and exercises and provide evaluation of drills and exercises in accordance with Extent of Play and Standard Operating Procedures, developed by Minnesota Department of Human Services and provided to City of Princeton.
3. DHS will provide a Reception Center Command Liaison for the first 12 operational hours for drills, exercises and actual events. DHS staff are not on-call and will respond as soon as practicable
4. DHS will coordinate reception center staffing after the first 12 operational hours of an actual event.
5. DHS will develop plans and station-specific Standard Operating Procedures for the operation of the reception center and will review and revise them annually in accordance with NUREG-0654.
6. DHS will notify the City of Princeton Fire Chief or City Emergency Manager upon a declaration of an Alert ECL by the Monticello Nuclear Generating Plant and request the reception center responders and facilities be placed on “stand-by” status.
7. DHS will notify the City of Princeton Fire Chief or City Emergency Manager upon a declaration of a Site Area Emergency ECL by the Monticello Nuclear Generating Plant and request that the two (2) equipment trailers be moved to the staging location.
8. DHS will notify the City of Princeton Fire Chief or City Emergency Manager upon approval of the precautionary measure, to setup a reception center and request the activation of the reception center responders to be assigned to staging area.
9. DHS will notify the City of Princeton Fire Chief or City Emergency Manager upon a declaration of a General Emergency ECL by the Monticello Nuclear Generating Plant and request the activation of the reception center responders and facilities to setup a reception center.
 - a. Once the Princeton Reception Center is operational, the twelve (12) hour operational period will begin.

10. DHS will notify the City of Princeton Fire Chief or City Emergency Manager upon a declaration of an Alert, Site Area or General Emergency Classification (ECL) at the Prairie Island Nuclear Generating Plant.
11. DHS will purchase, stockpile, calibrate, inventory and maintain the Princeton Reception Center's radiological monitoring and decontamination equipment and supplies.
12. DHS will enter into agreements with voluntary agencies, facilities and other services as necessary in support of the reception center (i.e., storage, amateur radio operators, MREV (Minnesota Radiological Emergency Volunteer, MNVMRC (Minnesota Veterinary Reserve Corps, Red Cross, Salvation Army, etc.)).
13. DHS will ensure that HSEM maintains a Letter of Agreement with the utility to collect and dispose of all radiological waste and to ensure that the facilities used for the reception center are decontaminated as specified by U.S EPA Guideline 400.

Responsibilities of City of Princeton

1. City of Princeton will maintain a 24-hour contact number (City of Princeton Warning Point) for the Department of Human Services to notify and, if necessary, activate the Princeton Reception Center and its responders. For the purpose of this section "activate" means that City of Princeton will contact all responders and direct them to report to the Princeton Reception Center.
2. City of Princeton will notify and place on "stand-by" status the Princeton Reception Center facilities and responders upon declaration of an Alert Emergency Classification (ECL) by the Monticello Nuclear Generating Plant, in accordance with the Standard Operating Procedures.
3. City of Princeton will activate personal to move two (2) equipment trailers from to staging area once DHS sends notification of a site area emergency.
4. City of Princeton will notify responders to report to the staging area upon notification from DHS that the precautionary measure to setup a reception center was approved.
5. City of Princeton will notify and activate the Princeton Reception Center facilities, staff, and responders upon declaration of a General Emergency Classification by the Monticello Nuclear Generating Plant.
6. City of Princeton will set up, manage and staff the Princeton Reception Center in accordance with the Standard Operating Procedures for the first twelve (12) hours of an event upon declaration of a Site Area ECL or General Emergency ECL by the Monticello Nuclear Generating Plant. The 12 hours begins once the Reception Center is operational.

7. City of Princeton will provide a Reception Center Command Liaison in support of Princeton Reception Center activation after the first twelve (12) hours of being activated for an actual event.
8. City of Princeton will provide language translation services for an actual event.
9. City of Princeton may provide other services that will not disrupt the flow of the reception center and must be approved by DHS.
10. City of Princeton will include or reference the reception center responder notification and activation procedures in the City Emergency Operations Plan.
11. City of Princeton will submit quarterly grant expense invoices and grant expenditure documentation to DHS for review at least 7 days prior to submitting them for reimbursement to HSEM.
12. City of Princeton will distribute REP grant funds to the appropriate city, local, voluntary and school agencies for expenses related to the Princeton Reception Center.
13. City of Princeton is responsible for the procurement of and coordination of any local resources necessary for the operation of the Princeton Reception Center. City will procure and coordinate necessary local resources through agreements with local facilities, municipal departments and any other relevant resource holders, as necessary for its operation, including:
 - City of Princeton:
 - a. For services related to the reception center operations.
 - Princeton Schools District 477:
 - a. For exclusive use of the Princeton High School grounds and facilities for use as a reception center during training, drills, exercises and actual events.
14. City of Princeton agrees to assist DHS with finding other resources, public or private, necessary following the first 12 hour operational period for the Princeton Reception Center.
15. City of Princeton is responsible for the on-site security of the Princeton Reception Center during training, drills, exercises and actual events.
16. City of Princeton will work with the Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) in coordination with local and County police, the Department of Public Safety (DPS) State Patrol, and the Minnesota Department of Transportation (MN/DOT) to establish the evacuee traffic control plan up to the point-of-entry to the reception center facility.

17. The evacuee traffic control plan that is maintained by HSEM will be referenced in the City Emergency Operations Plan.

18. City of Princeton will provide at least one representative to be present at the REP Reception Center Quarterly meetings.

Other Terms and Conditions:

1. **LIABILITY.** To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, City of Princeton agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by City of Princeton or City of Princeton agents or employees. This clause shall not be construed to bar any legal remedies City of Princeton may have for the STATE's failure to fulfill its obligations pursuant to this grant.
2. **PAYMENT.** DHS will not be liable to City of Princeton for any payment for the services under this contract. City of Princeton will receive any payment for services under this contract from HSEM.
3. **TERM OF CONTRACT.** This agreement shall be effective on **XXXXXX**, or upon the date that the final required signature is obtained by DHS, pursuant to Minnesota Statutes, section 16C.05, subd 2, whichever occurs later, and shall remain in effect through **3 years after signature** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
4. **CANCELLATION.** This grant contract may be canceled by the DHS or City of Princeton at any time, with or without cause, upon one year written notice to the other party. Notwithstanding the previous sentence, upon DHS's knowledge of a curable material breach of the contract by City of Princeton, DHS shall provide City of Princeton written notice of the breach and ten (10) days to cure the breach. If City of Princeton does not cure the breach within the time allowed, City of Princeton will be in default of this Agreement and DHS may cancel the Agreement immediately thereafter. If City of Princeton has breached a material term of this contract and cure is not possible, DHS may immediately terminate this contract.
5. **AUTHORIZED REPRESENTATIVES.**
 - A. **DHS.** DHS' authorized representative for the purposes of administration of this Agreement is **Ross Hoernemann, REP LOA Coordinator** or his successor. Such representative shall have final authority for acceptance of City services.
 - B. **City.** The City of Princeton Authorized Representative is **Ron Lawrence**, or his successor. If City of Princeton's Authorized Representative changes at any time during this Agreement, City of Princeton must immediately notify DHS.
6. **WAIVER.** If STATE fails to enforce any provision of this Agreement, that failure does not waive the provision or the STATE's right to enforce it.

7. INFORMATION PRIVACY PROTECTION. DHS and City of Princeton must comply with the Minnesota Government Data Practices Act, Minn. Stat., ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., to the extent they apply to all data exchanged, created and collected under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either City of Princeton or DHS.

It is expressly agreed that City of Princeton will not be handling "protected health information" created by the DHS (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). City of Princeton is not a "business associate" of DHS, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §160.103 for purposes of this agreement. Therefore, City of Princeton is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this Agreement. If City of Princeton has responsibilities to comply with HIPAA for reasons other than this Agreement, City of Princeton will be responsible for its own compliance.

Signed:

City Administrator,
City of Princeton

Date

City of Princeton Emergency
Management

Date

Kamaria Kassim-Grigsby, Director
Human Resources
Minnesota Department of Human Services

Date