Agreement Number: <u>97CP-3V-04-55-22-026</u>

## AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND

# NASSAU

## (NAME OF COUNTY)

This Agreement is entered into by and between the State of Florida, Department of Community Affairs, hereinafter referred to as the "Department" and Nassau County, hereinafter referred to as the "County."

WITNESSETH: This Agreement is entered into based on the following facts:

WHEREAS, the Department and the County recognize the significant threat that hazardous materials incidents pose to the residents and the environment of the State of Florida; and

WHEREAS, safeguarding the lives and property of its residents is an innate responsibility of the governing body of each county in the State of Florida; and

WHEREAS, the 1996 Legislature authorized funding to support county hazardous materials emergency planning through the Department.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Department and the County hereby agree as follows:

## ARTICLE I. SCOPE OF WORK

A. The County shall furnish the necessary personnel, materials, services and facilities (except as otherwise provided herein) and shall do all things necessary for or incident to the performance of work and services set forth in this Agreement and in the Scope of Work attached hereto and incorporated by this reference as Attachment A.

B. The County shall perform and render such work as an independent contractor and not as an agent, representative or employee of the Department. Such work shall be performed in a proper manner, satisfactory to the Department.

### ARTICLE II. COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

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A. This is a fixed fee Agreement. The County shall be paid for the satisfactory performance of the Scope of Work referenced herein, in the amount not to exceed \$5,016, subject to any reduction or adjustment imposed on state appropriations pursuant to law.

B. Upon execution of this Agreement, the County shall be compensated for tasks completed in accordance with the Scope of Work and Schedule of Payments, which are incorporated in this Agreement as Attachment A, except as provided herein.

C. The payment of the percentages of the fixed fee amount will be made on a performance basis in accordance with the percentage of work tasks submitted, as indicated by an acceptable program performance report, except that the final 25 percent will not be released until the final work product is submitted, and determined to be acceptable by the Department. Work submitted less than forty-five (45) days before the Agreement expiration date will not be accepted, reviewed or compensated.

D. Each request for payment shall be initiated by the Department upon receipt of an acceptable Financial Invoice using Attachment D. The Financial Invoice (Attachment D) shall be authorized in writing by the designated official. No request will be processed until the Financial Invoice is correct and supported by a program performance report or product which meets the requirements of Article IV and this Article.

If the Department finds that the County is not in Ε. compliance with the terms of this Agreement, or is not in compliance with any other grant program administered by the Department, then, without waiving its right to terminate this Agreement, the Department may, with written notice, withhold payment until the County is in compliance with and is performing satisfactorily under this Agreement or the applicable requirement of any other grant program administered by the Department. The notice will be sent by certified mail, with return receipt requested, to the designated contact person. Noncompliance under this section includes, but is not limited to, the County's failure to perform in accordance with the Scope of Work herein or failure to submit timely, accurate and complete program performance reports, or products required under this Agreement.

F. The Department shall immediately notify the County by certified mail, return receipt requested, if any reduction or adjustment is imposed upon State appropriations that will affect the funding of this Agreement. Parties shall then revise the Agreement accordingly, using the procedures set forth in Article VI below.

## ARTICLE III. AUDITS AND RECORDS

The County agrees:

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> A. To maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Agreement. Such books, records and documents shall be subject to inspection, review or audit by State personnel and other personnel duly authorized by the Department at reasonable times upon reasonable notice to the project manager.

> B. To allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County in conjunction with this Agreement. It is expressly understood that the County's refusal to comply with this provision shall be grounds for unilateral termination of this Agreement by the Department.

> C. To retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of three years after the termination date of this Agreement or, if an audit has been initiated and audit findings have not been resolved at the end of three years, the records shall be retained until resolution of the audit findings.

#### ARTICLE IV.

#### PROGRAM PERFORMANCE REPORTING REQUIREMENTS AND MONITORING

A. The Department shall be entitled at all times to be advised verbally or, if requested, in writing, of the status of the work being performed by the County. Upon request, a written status report will be provided within ten (10) days. Either party to the Agreement may request, and be granted upon reasonable notice, a conference for the presentation of reports or the resolution of problems.

B. Within thirty (30) days of the execution of this Agreement, the County shall submit to the Department the County's timeline or work schedule for the completion of the scope of work, along with a designated contact person, address, and telephone number. The County shall also indicate the software program that will be used to generate the hazards analyses (i.e. CAMEO, Chemdata, etc.). The Department reserves the right to approve, or disapprove, software to be used to generate hazards analyses.

C. Within ninety (90) days of the execution of this Agreement, and every 90 days thereafter, the County shall submit one (1) copy of a detailed program performance report, which describes work performed during that period of time. D. The program performance reports shall address each task and subtask identified in Attachment A, Scope of Work and, at a minimum, comply with the minimum criteria for such reports, which are incorporated in this Agreement as Attachment C.

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#### ARTICLE V. TERMS OF AGREEMENT

A. This Agreement shall begin on the last date of signing and shall end on September 30, 1997.

B. Either party may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances, or may terminate this Agreement without cause by giving thirty (30) days notice to the other party. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

C. The Department may terminate the Agreement due to unavailability of funds with such notice as is reasonable under the circumstances.

D. The sole intent of this Agreement is to provide financial assistance to the counties to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

### ARTICLE VI. MODIFICATIONS

Either party may request changes to this Agreement, including adjustments in the Scope of Work to be performed and time of performance. Such modifications may be proposed in writing by either party and become effective upon being reduced to writing executed by both parties.

### ARTICLE VII. SUBCONTRACTS

A. If the County subcontracts any of the work required under this Agreement, the County agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department, agrees to provide the subcontractor with a copy of this Agreement and agrees to provide the Department with a copy of the subcontract. B. The County agrees to include, unless prohibited by law, in the subcontract that the subcontractor shall hold the County and the Department harmless against all claims of whatever nature by the subcontractor arising out of the performance of work under the subcontract.

## ARTICLE VIII. VENDOR PAYMENTS

A. Pursuant to Chapter 215.422, <u>Florida Statutes</u>, the Department shall issue payments to vendors within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within forty (40) days shall result in the Department paying interest at the rate established pursuant to Section 55.03(1) on the unpaid balance. The interest penalty shall be paid within fifteen (15) days after issuing the warrant.

B. Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by calling the State Comptroller's Hotline at 1-800-848-3792.

## ARTICLE IX. STANDARD CONDITIONS

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

[The remainder of this page has been intentionally left blank.]

### ARTICLE X. TERMS AND CONDITIONS

This Agreement and its referenced attachments constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

FOR THE COUNTY:

NASSAU COUNTY

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FOR THE DEPARTMENT: STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: athorized County Official

Jim B. Higginbotham, Chairman Board of County Commissioners Name/Title

BY: Authorized ficial

Joseph F. Myers, Director Division of Emergency Management Name/Title

August 26, 1996 Date

19/96

Date

59-1863042 Federal Employer ID Number ••••

1. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to any reduction of the appropriation in accordance with Chapter 216, Florida Statutes (F.S.).

2. Extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) 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 contractor.

3. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4. All bills for any travel expenses, if authorized by this Agreement, shall be submitted in accordance with Section 112.061, F.S.

5. The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the Agreement.

6. The County shall provide the Department with an annual financial audit which meets the requirements of Sections 11.45 and 216.349, F.S., and Chapter 10.550, Rules of the Auditor General. A copy of the County's annual financial audit should be forwarded to:

Department of Community Affairs Office of the Inspector General 2555 Shumard Oak Boulevard The Sadowski Building Tallahassee, Florida 32399-2100

7. Pursuant to Section 216.347, F.S., the County agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature or a state agency.

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#### ATTACHMENT A

### SCOPE OF WORK AND SCHEDULE OF PAYMENTS

## HAZARDOUS MATERIALS SITE-SPECIFIC HAZARDS ANALYSES

#### PURPOSE

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Submission of completed hazards analyses that comply with the hazards analysis criteria outlined in Attachment E. The primary guidance document is the "Technical Guidance for Hazards Analysis." All hazards analyses shall be consistent with the provisions of this document. Any variation from the procedures outlined in this document must be requested in writing and approved by the Department.

I. DESCRIPTION OF WORK

Activities to be carried out at a minimum are as follows:

TASK 1: <u>Review and Update of Hazards Analyses</u>

- A. Review and update hazards analyses for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission (SERC) that have present those specific Extremely Hazardous Substances (EHSs) designated by the Environmental Protection Agency (EPA) in quantities at or above the Threshold Planning Quantity (TPQ). Each facility hazards analysis must include, but is not limited to the following items:
  - 1. Hazard Identification
    - a. Location of the facility and SERC Code
    - b. Chemical identities
    - c. Type and design of storage container or vessel
    - d. Maximum quantity on-site and amount in largest vessel
    - e. Nature of the hazard
    - f. Transportation routes
    - g. Evacuation routes based on wind direction
  - 2. Vulnerability Analysis
    - a. The extent of the Vulnerable Zone (VZ) that may be affected given a worst case release scenario. This analysis includes a map and a North arrow with a specific scale (bar,

numeric or word) which clearly identifies the site and VZ boundaries and, where necessary, an awareness of contiguous states or counties that would be affected by a spill or release.

- b. Identification of critical facilities or sensitive institutions located within the VZ and an estimate of each critical facility maximum expected occupancy.
- c. An estimation of the total exposed population within the VZ.
- 3. Risk Analysis

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- a. Probability of release
- b. Severity of consequences of human injury
- c. Severity of consequences of damage to property
- d. Severity of consequences of environmental exposure
- e. Historical Accident Record
- B. Identify and list those facilities in Attachment B for which a hazards analysis was not updated or completed. Supporting documentation must be submitted with the program performance report to account for the facilities for which a hazards analysis was not completed. In addition to SERC Code Identification supporting documentation should indicate:
  - Facility has no changes, in accordance with Task 1.(A.), since the last hazards analysis was submitted. Provide facility name and address.
  - 2. Facility has closed or is no longer in business.
  - 3. Facility is not physically located in the County.
  - 4. Facility does not have EHSs on site or EHSs are below TPQ. These facilities require:
    - a. A Statement of Determination from the facility representative for the previous reporting year;
    - b. A Tier II form from the facility which indicates that EHSs are not present at or above TPQ;

- c. A letter from the facility representative indicating that EHSs are not present at or above TPQ; or
- d. A returned hazards analysis questionnaire from the facility representative which indicates that EHSs are not present at or above TPQ.

## TASK 2: <u>Coordination of Activities</u>

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The following includes, but is not limited to, activities to be performed under this Agreement:

- A. Notification of the County's contact person, address and telephone number within thirty (30) days of the execution of this Agreement, as outlined in Article IV.
- B. Submission of one completed hazards analysis within ninety (90) days of the execution of this Agreement for review for consistency with the established planning criteria. This submission should accompany the first program performance report, as outlined in Article IV.
- C. Submission of the Program Performance Reports every ninety (90) days as outlined in Article IV. To be eligible for payment, completed hazards analyses must accompany the performance report.
- D. Participation in technical assistance training sessions provided by the Department of Community Affairs as necessary to fulfill the Scope of Work.
- E. Coordinate Scope of Work efforts with the Department of Community Affairs.
- F. Submit a list of facilities in the County believed to have present Extremely Hazardous Substances as designated by the Environmental Protection Agency in quantities at or above the Threshold Planning Quantity, but have not reported to the State Emergency Response Commission and are not included on Attachment B.
- G. Notify response agencies within the county of the availability of hazards analyses information and make information available upon request.

## TASK 3: On Site Visits

A. Conduct a detailed on site visit for at least 35 percent of the facilities listed in Attachment B to confirm the accuracy and completeness of information in the hazards analysis (Task 1). Prioritize the facilities to be visited based upon the following criteria: 1. Three or more EHSs at or above TPQ on site

2. A vulnerable zone of 10 miles or more

If the above criteria does not result in the required number of facilities to meet the 35 percent threshold, the County should prioritize visits to remaining facilities based on the degree of potential risk posed.

- B. Submit a site plan map of the location of EHSs at the facility with sufficient detail to identify:
  - 1. Location of major building(s)
  - 2. Location of container(s) of EHSs
  - 3. Location of major streets and entrance(s)
  - 4. North arrow and scale, if determined, or not to scale

## TASK 4: Final Work Product

Submission of two (2) copies of completed hazards analyses for facilities listed in Attachment B. One (1) copy to be submitted for review of all hazards analyses. Upon final approval of all analyses submitted, a complete second copy shall be submitted including all required corrections.

II. <u>SCHEDULE OF PAYMENTS</u>

- A. The first payment of 20 percent of the fixed fee amount may be made within thirty (30) days of the execution of this Agreement dependent upon receipt of items listed in Article IV.B. of this Agreement.
- B. After the initial payment, the payment percentage will be made on a performance basis that is commensurable with the percentage of work tasks submitted and indicated on an acceptable program performance report submitted in accordance with Article IV.D. of this Agreement.
- C. Twenty-five percent of the fixed fee amount will not be released until the final work product is completed and determined to be acceptable by the Department, within the time frames provided in this Agreement.

# COUNTY FACILITY LISTING

# ATTACHMENT B



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#### NASSAU COUNTY SECTION 302 FACILITIES

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| SERC PHYSICAL ADDRESS<br>CODE   | MAILING ADDRESS  | REPRESENTATIVE                   |
|---|--|----------------------------------|
| **** COUNTY NASSAU<br>05217 BELLSOUTH TELECOMMUNICATIONS - 31701<br>1910 SOUTH 8 STREET<br>FERNANDINA BEACH, FL 32034 | BELLSOUTH TELECOMMUNICATIONS<br>675 WEST PEACH TREE STREET NORTHEAST<br>ATLANTA, GA 30375- |                                  |
| 07297 CITY OF FERNANDINA BEACH - PUBLIC WORKS<br>1017 SOUTH 5 STREET<br>FERNANDINA BEACH, FL 32034-                   | CITY OF FERNANDINA BEACH<br>POST OFFICE BOX 668<br>FERNANDINA BEACH, FL 32034              | LARRY MYERS<br>904-261-3479      |
| 07298 CITY OF FERNANDINA BEACH - RECREATION DEPARTMENT<br>2500 ATLANTIC AVENUE<br>FERNANDINA BEACH, FL 32034          | CITY OF FERNANDINA BEACH<br>POST OFFICE BOX 668<br>FERNANDINA BEACH, FL 32034              | LARRY MYERS<br>904-261-3479      |
| 07299 CITY OF FERNANDINA BEACH - RECREATION DEPARTMENT<br>1200 ELM STREET<br>FERNANDINA BEACH, FL 32034               | CITY OF FERNANDINA BEACH<br>POST OFFICE BOX 668<br>FERNANDINA BEACH, FL 32034              | LARRY MYERS<br>904-261-3479      |
| 08816 FLORIDA PUBLIC UTILITIES - WTP 1<br>4 NORTH 11 STREET<br>FERNANDINA BEACH, FL 32034-                            | FLORIDA PUBLIC UTILITIES<br>911 SOUTH EIGHTH STREET<br>FERNANDINA BEACH, FL 32034-         | CHARLES SHELTON<br>904-261-3663  |
| 09651 FLORIDA PUBLIC UTILITIES - WTP 2<br>27 RYAN ROAD<br>FERNANDINA BEACH, FL 32034-                                 | FLORIDA PUBLIC UTILITIES<br>911 SOUTH EIGHTH STREET<br>FERNANDINA BEACH, FL 32034-         | CHARLES SHELTON<br>904-261-3663  |
| 03600 ITT RAYONIER - FERNANDINA MILL<br>FOOT OF GUM STREET<br>FERNANDINA BEACH, FL 32034                              | RAYONIER<br>POST OFFICE BOX 2002<br>FERNANDINA BEACH, FL 32034                             | RICHARD W HOPPER<br>904-277-1480 |
| 21182 JACKSONVILLE SUBURBAN UTILITIES - LOFTON OAKS WTP<br>300 EAST STEWART AVENUE<br>YULEE, FL 32097-                | JACKSONVILLE SUBURBAN<br>POST OFFICE BOX 8004<br>JACKSONVILLE, FL 32239                    | PHILIP HEIL<br>904-721-4600      |
| 21181 JACKSONVILLE SUBURBAN UTILITIES - LOFTON OAKS WWTP<br>111 STEWART AVENUE<br>YULEE, FL 32097-                    | JACKSONVILLE SUBURBAN<br>POST OFFICE BOX 8004<br>JACKSONVILLE, FL 32239                    | PHILIP HEIL<br>904-721-4600      |

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NASSAU COUNTY SECTION 302 FACILITIES

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| SERC<br>CODE | PHYSICAL ADDRESS   | MAILING ADDRESS  | REPRESENTATIVE                  |
|--------------|--|--|---------------------------------|
| 19153        | JACKSONVILLE SUBURBAN UTILITIES - POLICE DETENTION WWTP<br>50 BOBBY MOORE CIRCLE<br>YULEE, FL 32097-                             | JACKSONVILLE SUBURBAN<br>POST OFFICE BOX 8004<br>JACKSONVILLE, FL 32239                | PHILIP HEIL<br>904-721-4600     |
| 03620        | ) JAX UTILITIES MANAGEMENT - SUNRAY NASSAU UTILITIES WTP<br>SOUTH LITTLE BERRY LANE<br>FERNANDINA BEACH, FL 32034-               |  | F. M. MADDOX<br>904-396-3685    |
| 1029         | 9 JAX UTILITIES MANAGEMENT - SUNRAY NASSAU UTILITIES WWTP<br>A1A AT CHESTER ROAD - STATE ROAD 200<br>FERNANDINA BEACH, FL 32034- | JAX UTILITIES MANAGEMNET<br>1300 GULF LIFE DRIVE SIXTH FLOOR<br>JACKSONVILLE, FL 32207 | F. M. MADDOX<br>904-396-3685    |
| 03602        | 2 JEFFERSON SMURFIT - CONTAINER CORPORATION OF AMERICA<br>NORTH 8 STREET<br>FERNANDINA BEACH, FL 32034                           | CONTAINER CORPORATION OF AMERICA<br>POST OFFICE BOX 2000<br>FERNANDINA BEACH, FL 32034 | WAYNE S. BARLOW<br>904-261-5551 |
| 06484        | 4 K MART - STORE 7613<br>1525 SADLER ROAD<br>FERNANDINA BEACH, FL 32034  | K MART CORPORATION<br>3100 WEST BIG BEAVER ROAD<br>TROY, MI 48084-3163                 | MICHAEL LANE<br>313-643-5499    |
| 0599         | 5 SOUTHERN STATES UTILITY - AMELIA ISLAND WTP AND WWTP<br>5390 FIRST COAST HIGHWAY<br>FERNANDINA BEACH, FL 32034-                | SOUTHERN STATES UTILITIES<br>1000 COLOR PLACE<br>APOPKA, FL 32703                      | MIKE SCHWEIZER<br>407-880-0100  |
| 08585        | 5 TOWN OF CALLAHAN - WTP<br>119 SOUTH KINGS ROAD<br>CALLAHAN, FL 32011-  | TOWN OF CALLAHAN<br>POST OFFICE BOX 162<br>CALLAHAN, FL 32011-                         | WILLIAM CLEMONS<br>904-879-3801 |
| 09542        | 2 TOWN OF CALLAHAN - WWTP<br>END OF BRANDIES AVENUE EAST<br>CALLAHAN, FL 32011-  | TOWN OF CALLAHAN<br>POST OFFICE BOX 162<br>CALLAHAN, FL 32011-                         | WILLIAM CLEMONS<br>904-879-3801 |
| 1081         | I TOWN OF HILLIARD - WTP<br>120 SOUTH PECAN STREET<br>HILLIARD, FL 32046-  | TOWN OF HILLIARD<br>POST OFFICE BOX 249<br>HILLIARD, FL 32046-                         | STEVEN WINGATE<br>904-845-3555  |

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NASSAU COUNTY SECTION 302 FACILITIES

SERC PHYSICAL ADDRESS CODE

10825 TOWN OF HILLIARD - WWTP 5 STREET AND RUBY DRIVE HILLIARD, FL 32046TOWN OF HILLIARD POST OFFICE BOX 249 HILLIARD, FL 32046-

MAILING ADDRESS

REPRESENTATIVE

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STEVEN WINGATE 904-845-3555

and the second second

County

Agreement Number\_\_\_\_\_

Report Period\_\_\_\_\_to\_\_\_\_

### ATTACHMENT C

## HAZARDOUS MATERIALS ASSISTANCE PROGRAM PERFORMANCE REPORT

#### TASK 1: <u>Review and Update of Hazards Analyses</u>

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A. Submit one sample hazards analysis.

B. Review and update of hazards analyses.

 Indicate the number of facility analyses completed, which include all items required by TASK 1.(A.),1., 2. and 3. of Attachment A.

\_\_\_\_\_ analyses completed (during this reporting period).

\_\_\_\_\_ analyses submitted (during this reporting period).

Indicate the number of on site visits performed and site plan maps completed, which include all items required by TASK 3.(A.) and (B), of Attachment A.

on site visits performed (during this reporting period).

\_\_\_\_\_ site plan maps completed (during this reporting period).

- 2. Submit one (1) copy of the facility analyses completed and noted in B (1) with the Program Performance Report, which includes the facility name, SERC Code and address. Upon final approval of all analyses submitted, a complete second copy shall be submitted including all required corrections.
- C. Submit a list of facilities in Attachment B for which a hazards analysis was not updated or completed (submit supporting documentation with Program Performance Report).

## TASK 2: <u>Coordination of Activities</u>

A. Number of technical assistance contacts with Department of Community Affairs planning staff and Local Emergency Planning Committee staff relating to hazards analyses update.

\_\_\_\_\_\_technical assistance contacts (during the reporting period).

B. Number of training sessions attended relating to the hazards analyses update.

\_\_\_\_\_ training sessions attended (during the reporting period). List \_\_\_\_\_

#### TASK 3: Final Work Product

A. Briefly describe work status, i.e., percentage of hazards analyses completed, percentage of on site visits completed, etc.

B. Date of anticipated completion of scope of work.
\_\_\_\_\_\_, 1997.

TASK 4: Notification to Response Agencies

Indicate when and which response agencies have received written notification of the availability of county hazards analysis information.

Key to reporting:

The reporting format should follow the outline and provide the appropriate response. The response should indicate the accomplishments for each task, as well as the completion of tasks, i.e., pending, ongoing activities, completion. Provide any other information applicable that might be used to measure completeness of hazards analyses update.

#### ATTACHMENT D

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## FINANCIAL INVOICE FOR HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

| COU | NTY/AGENCY   | AGREEMENT           | #                                       |
|-----|--|---------------------|---|
| Per | formance Period  | _                   |   |
|     | COST CLASSIF   | TICATIONS           |   |
|     |  | AMOUNT<br>REQUESTED | AMOUNT APPROVED<br>BY THE<br>DEPARTMENT |
| 1.  | Contact and Timeline (20% Max.                         | )\$                 | \$                                      |
| 2.  | Hazards Analyses (55% Max.)<br>(% Completed/Submitted) | \$                  | \$                                      |
| 3.  | Final Work Product (25% Max.)                          | \$                  | \$                                      |
|     | TOTAL AMOUNT   | \$                  | \$                                      |

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

Signature of Authorized Official/Title

Date

TOTAL AMOUNT TO BE PAID ON

THIS INVOICE \$

(To be completed by the Department

Provide the following information for each facility listed in Attachment B.

1.0. Facility Information

1.1. Facility Address

Provide both physical address and mailing address, if different.

1.2. Facility Emergency Coordinator

Provide the name, title and telephone number of the designated facility coordinator.

1.3. Transportation Routes

List the main routes used to transport chemicals to and from the facility.

1.4. Evacuation Routes

Based on wind direction, identify the route downwind to exit the largest vulnerable zone.

1.5. List of all EHSs On-site

Provide a list by Chemical Abstract Service (CAS) number of all EHSs used, produced, or stored at the facility.

**1.6** Facility Identification

SERC Code and geographic coordinates

2.0. Hazard Identification

Provide the following information for each EHS above the TPQ at the facility.

2.1. Chemical Identity

Provide proper chemical name, CAS number, and natural physical state of each EHS according to Appendix A.

2.2. Maximum Quantity On-Site

Express in pounds the maximum quantity of each EHS the facility would have on-site at any given time. 2.3. Amount in Largest Vessel or Interconnected Vessels

Express in pounds the amount of each EHS stored in the largest vessel or interconnected vessels.

2.4. Type and Design of Chemical Container

Indicate the storage method for each EHS, i.e., drum, cylinder, tank.

2.5. Nature of the Hazard

Describe the type of hazard most likely to accompany a spill or release of each EHS, i.e., fire, explosion.

3.0. Vulnerability Analysis

3.1. Extent of the Vulnerable Zone

Identify the estimated geographical area that may be subject to concentrations of an airborne EHS at levels that could cause irreversible acute health effects or death to human populations within the area following an accidental release.

3.2. Critical Facilities

List facilities within the vulnerable zone which are essential to emergency response or house special needs populations, i.e., schools, public safety facilities, hospitals, etc., and their maximum expected occupancy.

3.3. Estimated Exposed Population

Provide an estimate of the total population within the vulnerable zone that would be affected in a worst case release.

- 4.0. Risk Analysis
  - 4.1. Probability of Release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

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4.2. Severity of Consequences of Human Injury

Rate the severity of consequence if an actual release were to occur. Indicate the number of possible injuries and deaths, and the associated high-risk groups.

4.3. Severity of Consequences of Damage to Property

Describe the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

4.4. Severity of Consequences of Environmental Exposure

Describe the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

4.5. Historical Accident Record

Describe any past releases or incidents that have occurred at the facility.