

## CITY OF BENICIA – VALERO COOPERATION AGREEMENT

This Agreement is made and entered into as of 6-26, 2019 (“**Effective Date**”), by and between the City of Benicia, a California municipal corporation (“**City**”), and Valero Refining Company-California, a Delaware Corporation (“**Valero**”). City and Valero may each be referred to as a “**Party**,” and collectively, as the “**Parties**.”

### RECITALS

A. Valero is the owner of that certain property located at 3400 E. 2nd Street, Benicia, CA, 94510 (“**Property**”). Valero operates a petroleum refinery (“**Refinery**”) on the Property. The Property is located entirely within the limits of the City of Benicia.

B. The Parties desire to ensure a safe and healthy community and to prevent and reduce the probability of accidental releases of hazardous substances.

C. In an effort to improve communication and cooperation between the Parties, enhance emergency preparedness and increase the efficacy of the City’s response to accidental releases of hazardous substances, the Parties desire to enter this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

### Agreement

1. **Portable Air Monitors**. On January 22, 2019, Valero donated, and the City of Benicia Fire Department (“**Benicia Fire Department**”) acknowledged receipt, of the following portable air monitors:

- (a) Two (2) ChemPro100i handheld gas and vapor detectors;
- (b) Two (2) PpbRae 3000 air monitors; and
- (c) Two Aerocet 831 particulate matter air monitors.

The portable air monitors have a fair market value of Forty Eight Thousand Three Hundred Forty Two and 00/100 Dollars (\$48,342.00). These monitors will be maintained and calibrated by the City. The City shall promptly provide Valero with any data collected from these monitors that falls outside of acceptable ranges and is reasonably related to the Refinery.

2. **Risk Management Plan**. Valero shall provide a copy of the Risk Management Plan required by 19 CCR § 2745.1 (“**Risk Management Plan**”) to the Benicia Fire Department on the earlier of (a) the date Valero provides the Risk Management Plan to the Solano County Unified Program Agency; or (b) September 30, 2019. As required by 19 CCR § 2745.2(c), the public shall have 45 calendar days to comment on the Risk Management Plan commencing on the date the Solano County Unified Program Agency publishes a notice in a local newspaper of general circulation, or on its website. The City shall be entitled to make any non-confidential elements of the Risk Management Plan available to the public for review on the Public

Information Bank and/or the City's website. The City will be required to comply with all homeland security and other confidential or proprietary data restrictions as applicable to the Solano County Unified Program Agency, which will include publishing the redacted version of the Risk Management Plan.

3. **Process Safety Performance Indicators Report.** 19 CCR § 2762.16(h) requires Valero to report the indicators identified in 19 CCR § 2762.16(h)(1)(A)-(E) to the California Governor's Office of Emergency Services ("Cal OES") and the Solano County Unified Program Agency every year on June 30 for the period from January 1 to December 31 of the prior year ("**Process Safety Report**"). Valero shall provide a copy of the Process Safety Report to the City on the earlier of (a) the date Valero provides the Process Safety Report to Cal OES; (b) the date Valero provides the Process Safety Report to the Solano County Unified Program Agency; or (c) June 30 of each calendar year. The City shall be entitled to post the Process Safety Report on the Public Information Bank and/or the City's website. The City will be required to comply with all homeland security and other confidential or proprietary data restrictions as applicable to the Solano County Unified Program Agency, which will include publishing the redacted version of the Process Safety Report.

4. **Hazardous Materials Incident Notification Policy.** Valero shall comply with the immediate notification and follow-up reporting requirements of City of Benicia Hazardous Materials Incident Notification Policy ("**Policy**") attached hereto as Exhibit A, dated on the Effective Date of this Agreement. The City may amend the Policy from time to time. However, this Agreement does not contractually require Valero to comply with future changes to the Policy without Valero's express written consent to such changes.

5. **Incident Investigation Reports.** Valero shall provide a copy of any report made pursuant to 19 CCR § 2762.9 ("**Investigation Reports**") to the Benicia Fire Department on or before the date on which Valero provides such Investigation Reports to the Solano County Unified Program Agency. The City shall be entitled to post any and all non-confidential Investigation Reports on the Public Information Bank and/or the City's website. The City will be required to comply with all homeland security and other confidential or proprietary data restrictions as applicable to the Solano County Unified Program Agency, which will include publishing the redacted versions of the Investigation Reports.

6. **Public Information Bank.** The City shall be entitled to collect public information related to, and provide access to the Risk Management Plan, Process Safety Report, Policy, and Investigation Reports described in Sections 2-5 above in a publicly accessible location (the "**Public Information Bank**"). Valero's disclosure of confidential information pursuant to this Agreement does not waive the confidential nature of the information nor make it public information. If the City determines that it cannot protect the confidential nature of any information designated as such by Valero, Valero shall be relieved from the obligation to provide such information under this Agreement.

7. **Valero Emergency Procedures Manual.** Valero shall review the Valero Emergency Procedures Manual annually. Valero shall solicit comments on the Valero Emergency Procedures Manual from the Chief of the Benicia Fire Department in connection with each review and update.

**8. Emergency Operations Center Coordination.**

(a) City Emergency Operations Center Coordination. The City has developed an Emergency Operations Plan to facilitate the City's response to extraordinary emergency situations associated with natural, technological, and human caused emergencies or disasters. In an emergency, the City will establish an Emergency Operations Center, currently located at Fire Station #11 located at 150 Military West, Benicia, CA 94510 ("**City EOC**"). Whenever the City notifies Valero that the City EOC has been activated for an emergency that may impact the Refinery, Valero shall immediately dispatch a representative to the City EOC to assist and coordinate the City's and/or Valero's response to the emergency.

(b) Valero Emergency Operations Center Coordination. Whenever Valero activates the Emergency Operations Center located at the Refinery ("**Valero EOC**") for an incident that may have off-Refinery impacts, Valero shall (i) immediately contact the Benicia Fire Department and provide detailed information regarding the emergency; and (ii) accept a City emergency response staff person to fill a liaison position within the Valero EOC during the emergency.

**9. Emergency Response Training.**

(a) Valero EOC Training. Not less than once per calendar year, Valero shall conduct Emergency Operations Center training at the Valero EOC. Valero shall invite the Benicia Fire Department to attend and participate in the training.

(b) City EOC Training. Not less than once per calendar year, the City shall conduct Emergency Operations Center training at the City EOC. The City shall invite Valero staff to attend and participate in the training.

(c) Joint Field Training. In addition to the training described in Sections 9(a) and 9(b), not less than once per calendar year, the City and Valero shall attend and participate in a joint field training of emergency response crews in a simulated refinery incident.

(d) Training Coordination. Sections 9(a) – (c) listed above shall be jointly scheduled and coordinated to maximize training effectiveness between the City and Refinery.

**10. Valero Community Advisory Panel.** Valero shall allow attendance by the Benicia Fire Chief or Division Chief to any meetings of the Valero Community Advisory Panel.

**11. Benicia Fire Department Public Liaison for Hazardous Materials.** The City of Benicia shall appoint a Division Fire Chief to serve as a public liaison and single point of contact for residents with environmental health concerns, questions, and complaints about hazardous materials programs ("**Public Liaison**"). The Public Liaison shall have primary management responsibility for the administration of the tasks allocated to the City under this Agreement, and other Valero-related tasks/communications. Valero will work in cooperation with the Public Liaison to respond to reasonable requests for information regarding hazardous materials and health concerns within a reasonable period of time. For avoidance of doubt, nothing in this agreement shall obligate Valero to undertake any studies, research or develop information beyond what is readily and reasonably available to the refinery.

**12. Valero Funding of Liaison Position.**

(a) Payment. Within thirty (30) days of the Effective Date of this Agreement, and each succeeding July 1 during the term of this Agreement, Valero shall pay to the City of Benicia, at 250 East L Street, Benicia, CA 94510, attn.: City Manager, or such other place as the City may designate in writing, the sum of Two Hundred Seventy Eight Thousand and 00/100 Dollars (\$278,000.00) in lawful money of the United States of America, to reimburse the City for the actual cost of hiring and retaining one additional City of Benicia Division Fire Chief to manage items 1 through 11 of this agreement including serving as the Public Liaison outlined in item 11 ("**Liaison Service Fee**"). This payment is an annual service fee and does not create an employment relationship between the selected individual and Valero.

**13. Annual CPI Adjustment.** The Liaison Service Fee shall be increased, on an annual basis on July 1, an amount equal to the CPI over the prior year. For purposes of this Agreement, "**CPI**" means the Consumer Price Index, All Urban Consumers, Oakland-Hayward-Berkeley Average, Subgroup "All Items," published by the United States Department of Labor, Bureau of Labor Statistics, or should the United States Department of Labor cease publishing such index, such other consumer price index most comparable to the above index.

**14. Term.** The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on June 30, 2025, unless both parties agree in writing to renew the Agreement.

**15. Termination.**

(a) This Agreement may be terminated:

(i) By the written agreement of both the City and Valero, or

(ii) Upon a material breach by either the City or Valero, provided the terminating party gives a 30 day written notice of the breach and the breach is not cured within the notice period, which may be extended by periods of up to thirty days by written agreement of both parties;

(iii) Automatically upon the City's enactment of any new ordinance that imposes environmental, health and/or safety regulations on the Refinery that are duplicative of and/or more burdensome than applicable state or federal laws; or

(iv) within 30 days after permanent cessation of oil refining operations on the Property.

(b) Prorated Refund of Liaison Fee. In the event this Agreement is terminated, the City shall refund to Valero a prorated portion of the most recent Liaison Service Fee payment made pursuant to this Agreement within thirty (30) days of the effective date of the termination.

**16. Representations.** By executing this Agreement, each of the undersigned Parties to this Agreement covenants, warrants, and represents that he, she or it is fully authorized to

enter into this Agreement and carry out the obligations on behalf of the person or entity for which he or she is signing.

**17. Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon the heirs, administrators, successors, assigns and transferees of the Parties.

**18. Notice.** Any notice, approval, disapproval, demand, document or other communication (“**Notice**”) which any Party may desire to give to any other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including via first class Certified Mail, electronic mail (e-mail), personal delivery or overnight courier, to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

If to the CITY:

City of Benicia  
250 East L Street,  
Benicia, CA 94510  
Tel.: (707) 746-4200  
Attention: City Manager

With a copy to:

Benicia Fire Department  
Fire Station 11  
150 Military West  
Benicia, CA 94510  
Tel.: (707) 746-4275  
Attn.: Fire Chief

If to VALERO:

Valero Refining Company-California  
3400 East Second Street  
Benicia, CA 94510  
Tel.: 707-745-7534

Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, Certified and postage prepaid, return receipt requested, and on the next business day if sent via electronic mail or nationally recognized overnight courier. Notices sent by a Party’s attorney on behalf of such Party shall be deemed delivered by such Party.

**19. Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to

enforce or interpret this Agreement shall be filed and heard in the Superior Court of Solano County, California or in the Federal District Court for the Northern District of California.

20. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

21. **Severability.** To the maximum extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder or any other provision of this Agreement.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and it is expressly understood that the Agreement has been freely and voluntarily entered into by the parties with the advice of counsel, who have explained the legal effect of this Agreement. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be altered, modified or otherwise changed in any respect except in writing, duly executed by the parties or their authorized representatives. This Agreement is fully integrated.

23. **Written Modification Only; No Waiver.** This Agreement and each of its terms and provisions may not be amended, altered, modified, terminated or waived orally, and no amendment, alteration, modification, termination or waiver shall be valid unless it is in writing and signed by each of the Parties affected thereby. No provision of this Agreement may be waived unless in writing and signed by the Party giving the waiver. Waiver of any one provision shall not be deemed to be a waiver of any other provision of this Agreement. This Agreement may be modified or amended only by written agreement executed by each of the Parties. No Party will enforce or rely upon any purported unwritten or unsigned amendment, alteration, modification, termination, waiver or basis for an estoppel to assert any term or provision of this Agreement.

24. **Mutual Drafting.** This Agreement shall be deemed to have been drafted by or on behalf of each of the Parties hereto. The Parties agree that they have each had an opportunity, with counsel, to participate in the drafting of this Agreement, and that this Agreement will not be construed against any Party on the basis of that Party having responsibility for the drafting of this Agreement, nor shall any deference be given to the City as a governmental or regulatory agency.

25. **Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

27. **Titles.** Titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of the Agreement or any term or provision thereof.

[Signatures on following page]

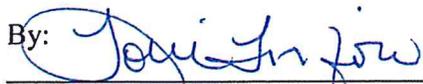
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**City:**

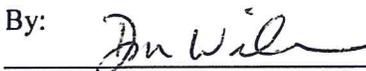
CITY OF BENICIA, a California municipal corporation

**VALERO:**

VALERO REFINING COMPANY-CALIFORNIA, a Delaware Corporation

By: 

Name: Lorie Tinfow, City Manager

By: 

Name: Don Wilson, VP and General Manager, Valero Refining Company, California

APPROVED AS TO FORM:

By:



Benjamin L. Stock, City Attorney

APPROVED AS TO FORM:

By:



Elizabeth Bourbon, Attorney for Valero Refining Company, California

## CITY OF BENICIA

### HAZARDOUS MATERIALS INCIDENT NOTIFICATION POLICY

#### I. PURPOSE:

The purpose of this Policy is to promote prompt and accurate reporting to the City of Benicia Fire Department of releases or threatened releases of hazardous materials that may result in injury or damage to the community and/or the environment.

The primary reason for prompt and accurate notification is to enable the Benicia Fire Department to take measures to mitigate the impacts of a hazardous materials release, such as:

1. Responding to inquiries from the public and the media
2. Determining if and to what extent community notifications are appropriate such as Alert Solano and community siren activation.
3. Assessing the extent of the release or the potential extent of the release and whether neighboring communities are at risk of exposure
4. Dispatching emergency response teams quickly and with the appropriate equipment and personnel

#### II. BACKGROUND:

As memorialized in the Good Neighbor Agreement executed in September, 2000 by the City of Benicia and Valero Refining Company, “the parties acknowledge that the City has the legal authority for the control and investigation of fires and other emergencies occurring at the refinery” and “Valero shall promptly notify the City’s dispatch center of any hazardous and/or dangerous conditions (real or potential) occurring at the refinery.” (Good Neighbor Agreement p. 8.)

Any time Valero is obligated to report a release of hazardous materials under applicable provisions of California or Federal law, Valero will also notify the Benicia Fire Department, State and County Office of Emergency Services.

The City dispatch center will be notified without delay in the event that the Operations Shift Superintendent mobilizes refinery incident response resources to deal with a fire, medical emergency, or release of hazardous materials. Examples of when the City dispatch center is to be notified include any situation where the refinery horn is activated (other than for drills or maintenance purposes) or Valero emergency response equipment is mobilized. . Even partial mobilization of the Fire Department requires that the City be informed. (Benicia Valero Emergency Procedures Manual section 203, p. 1.)

### III. BENEFITS OF PROMPT NOTIFICATION AND COOPERATION:

The Benicia Fire Department's ability to make quick and informed decisions to mitigate the impacts of a release is dependent upon receiving prompt notification and information about the release. The Benicia Fire Department is aware that information provided during the initial notification may be preliminary and that facilities may not be able to provide completely accurate information.

### IV. POLICY:

- A. **When Immediate Notification Required.** Responsible businesses are required to provide immediate notification to the Benicia Fire Department of a release or threatened release in the following situations.
1. Immediate notification is required upon discovery of any release or threatened release of a hazardous material that may have the potential for an adverse health effect from exposure to the chemicals release.
  2. **Specific Situations.** Immediate notification is required in the following situations:
    - a. All Level-1 through Level-3 incidents (as defined in Attachment B)
    - b. Valero mobilizes refinery resources to a fire, medical emergency, or release
    - c. Any situation where the refinery horn is activated except drills
    - d. Valero emergency response equipment is staffed, even partial mobilization of the Fire Department equipment
    - e. The release or threatened release of hazardous materials that may affect the surrounding population including odor, eye or respiratory irritation
    - f. The event may cause general public concern, such as in cases of fire, explosion, smoke, or excessive flaring
    - g. A release or threatened release which may contaminate surface water, groundwater or soil, either on-site or off-site
    - h. The release or threatened release may cause off-site environmental damage
    - i. Any event that requires activation of a Valero or City EOC or JIC

- j. Spill or release that may meet EPA Reportable Quantity requirements
- k. The facility's Safety Supervisor or equivalent personnel is placed on alert due to a release or threatened release in the likelihood of an emergency situation, including, but not limited to, emergency shutdowns or major unit start-ups

**B. Who to Notify.** Immediately notify the Benicia Fire Department dispatch center (on-call 24 hours a day)

- 1. Direct emergency Number 707-745-2424 or 9-1-1.
- 2. Advise the dispatcher to notify the Fire Department Duty Chief and provide a callback number.

**C. Required Information.** Provide the information required by the Facility Incident Checklist (Attachment A). Do not delay the notification due to inability to provide any of the information called for in the Facility Incident Checklist.

Note: Notification under this policy does not relieve the responsible business from having to comply with any legal requirement to notify other local, state or federal agencies.

**D. Follow-up Reporting.**

- 1. For all Level 1, 2, or 3 incidents (as described in Attachment B), Valero will immediately notify the Benicia Fire Department as described in section B and follow-up notifications will be provided as the situation changes.
- 2. For all Level 2 or 3 incidents (as described in Attachment B), which require Cal-OES notifications, Valero will provide the City of Benicia Fire Department the Cal-OES report link, number and additional context as appropriate. The City may refer to this link for up-to-date release information if the event duration is greater than 24 hours and updates are made. If the Cal-OES update warrants a change in required emergency response, Valero will also notify the City of Benicia dispatch center directly.
- 3. For all Level 3 incidents (as defined in Attachment B), or upon request of the City, a written 72-Hour follow-up report of the incident shall be submitted within 72- hours. (If the due date falls on a weekend or holiday, the Fire Chief may allow the report to be submitted on the next business day.) The report shall confirm, modify and/or update the information provided in the initial notification (Facility Incident Checklist). The report shall be submitted on the 72- Hour Follow-Up Report Form (Attachment C) using the 72-hour report guidelines (Attachment C-1). A hard copy and electronic copy of the report should be submitted.

**ATTACHMENT A**  
**FACILITY INCIDENT CHECKLIST**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Initial: \_\_\_\_\_

- A. Call Benicia Fire Department Dispatch Center - Phone: (707) 745-2424 or 9-1-1

**INFORMATION NEEDED IMMEDIATELY (IF KNOWN)**

- B. State your name and identify your facility and its address.
- C. State your phone number or a number with immediate access to an individual who can answer further questions from the City. (Preferably no voice mail phone numbers.)
- D. Has the material gone off-site? Yes/ No/ Unknown. \_\_\_\_\_ If yes, what area is being impacted? What is the direction of flow? \_\_\_\_\_ Is there any impact to storm drains or surface waters?
- E. State, if known, the chemical or material released and describe the physical state (solid, liquid, gas and/or vapor). Has this been verified? Yes/No/ Unknown
- F. State estimated quantity of chemical released
- G. Have you received any public complaints? Yes/ No/ Unknown.
- H. Are there any injuries on-site or off-site? Yes/No/Unknown
- I. Has the facility's "Emergency Operations Center" or emergency response staff been activated? Yes/ No/ Unknown

**ATTACHMENT B**

Exhibit A

NOTE: When in doubt of Level of Activation, always default to the higher level of activation.

Notification Level	Level 1	Level 2	Level 3
Possible Impact area	On Site Only Valero mobilizes refinery equipment to a fire, medical emergency, or release. Any situation where the refinery horn is activated except drills. Valero emergency response equipment is staffed, even partial mobilization of the Fire Department.	On Site / Off Site The release or threatened release of hazardous materials that may affect the surrounding population including odor, eye or respiratory irritation. A release or threatened release which may contaminate surface water, groundwater or soil, either on-site or off-site. The release or threatened release may cause off-site environmental damage.	On Site / Off Site The release of hazardous materials that affects the surrounding population including odor, eye or respiratory irritation. A release which contaminates surface water, groundwater or soil off-site. Any Spill, Release, Fire, Explosion, Pressure Wave, Smoke, or Plume that may cause off-site adverse health or safety consequences for those with sensitivities or to the general public.
Notification Triggers	An event which may cause general public concern, such as in cases of fire, explosion, smoke, or excessive flaring. A release or threatened release which may contaminate surface water, groundwater or soil on-site. The facility's Safety Supervisor or equivalent personnel is placed on alert due to a release or threatened release in the likelihood of an emergency situation, including, but not limited to, emergency shutdowns or major unit start-ups.	Spill or release that may meet EPA Reportable Quantity requirements but does not meet requirements of Level 3.	Any event that requires activation of a Valero or City EOC or JIC.
Notifications	Voice notification to Fire	Voice notification to Fire and Cal-OES report link	Voice notification, Cal-OES report link, and 72-hr report

**ATTACHMENT C  
CITY OF BENICIA**

**72 HOUR FOLLOW-UP NOTIFICATION REPORT**

**INSTRUCTIONS:** A hardcopy and an electronic copy of this report is to be submitted for all Level 3 incidents or when requested by the Benicia Fire Department. See Attachment B-1 for suggestions regarding the type of information to be included in the report. Attach additional sheets as necessary. Forward the completed form to:

<b>For Benicia Fire Dept. Use Only:</b>  Received By: _____ Date Received: _____ Incident Number: _____ Copied To: _____ Event Classification Level: _____
--

ATTENTION: Fire Chief  
Benicia Fire Department  
250 East L Street  
Benicia, CA 94510

**INCIDENT DATE:** \_\_\_\_\_ **INCIDENT TIME:** \_\_\_\_\_ **FACILITY:** \_\_\_\_\_

**PERSON TO CONTACT FOR ADDITIONAL INFORMATION**

\_\_\_\_\_ Phone number \_\_\_\_\_

**I. SUMMARY OF EVENT:**

**II. AGENCIES NOTIFIED, INCLUDING TIME OF NOTIFICATION:**

**III. AGENCIES RESPONDING, INCLUDING CONTACT NAMES AND PHONE NUMBERS:**

**IV. EMERGENCY RESPONSE ACTIONS:**

**V. IDENTITY OF MATERIAL RELEASED AND ESTIMATED OR KNOWN QUANTITIES:**

**VI. METEOROLOGICAL CONDITIONS AT TIME OF EVENT including wind speed, direction, and temperature:**

**VII. DESCRIPTION OF INJURIES:**

**VIII. COMMUNITY IMPACT including number of off-site complaints, air sampling data during event, etc.:**

**IX. INCIDENT INVESTIGATION RESULTS**

Is the investigation of the incident complete at this time?

Yes: \_\_\_\_\_

No: \_\_\_\_\_

If the answer is no, submit a 30-day final or interim report.

If the answer is yes, complete the following:

**X. SUMMARIZE INVESTIGATION RESULTS BELOW OR ATTACH COPY OF REPORT:**

**XI. SUMMARIZE PREVENTATIVE MEASURES TO BE TAKEN TO PREVENT RECURRENCE INCLUDING MILESTONE AND COMPLETION DATES FOR IMPLEMENTATION**

## ATTACHMENT C-1

### 72-Hour Report Guidelines

*The following list suggests items that may be included in the 72-Hour Report to the Benicia Fire Department following an accidental release of a hazardous material. Not all of the items below may be applicable or available at the time of submission.*

- I. Summary of the Event
  - Background Information/ Events Preceding the Incident
  - Incident Summary, including timing of key events
  - Shift Logs, real-time computer/instrument logs, fenceline monitor data, etc.
- II. Emergency Notifications (include names, phone numbers and times)
  - Benicia Fire Department
  - Other Agencies
  - Copy of State OES Emergency Release Follow-Up Notice Reporting Form
- III. Agencies Responding
  - Agency
  - Person or people responding
  - Contact person with telephone number
- IV. Emergency Response Actions
  - Mutual Aid Activated?
  - Fire Department Response?
- V. Material Involved
  - Estimated Quantities
  - CalARP Regulated Substances?
  - Material Safety Data Sheets
- VI. Meteorological Data (wind speed, direction, temperature, rain/sun, etc.)
- VII. Injuries (including number, type and severity)
- VIII. Community Impact
  - Community Complaints
  - Off-Site Consequence Impact Analysis (i.e., injury, property damage, etc.)
  - Sampling Data, including fenceline monitors, if applicable
  - Community Monitoring Results
- IX. Incident Investigation
  - Procedure Summary
  - Will Root Cause Analysis Be Performed?
  - Investigation Team/ Contact Person(s)
  - Findings/Conclusions
    - Root Causes
    - "Safety System" Flaws
  - Corrective Action/ Preventative Measures
  - Description
  - Implementation Dates