

CONTRACT FOR SACRAMENTO VALLEY BASINWIDE AIR POLLUTION
CONTROL COUNCIL – METEOROLOGICAL SERVICES

THIS CONTRACT is entered into on June 5, 2009 by and between the SACRAMENTO VALLEY BASINWIDE AIR POLLUTION CONTROL COUNCIL, a political subdivision of the State of California, hereinafter called “COUNCIL” and WESTERN WEATHER GROUP, LLC hereinafter called “CONTRACTOR.”

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto COVENANT, PROMISE and AGREE as follows:

1. The CONTRACTOR agrees to perform for the COUNCIL the services and duties outlined in attachment Exhibit A.

All work products provided by CONTRACTOR under this contract shall be complete and accurate. Any necessary corrections or revisions will be completed by CONTRACTOR at CONTRACTOR’S expense. The compensation is for work on the projects specified in the attachment. Performance of services which fall outside the scope of this contract, and compensation for such services will be negotiated separately in additional contracts between the COUNCIL and the CONTRACTOR. CONTRACTOR agrees to keep records of services rendered and reimbursable costs.

2. The COUNCIL agrees to compensate and the CONTRACTOR agrees to accept as compensation the amount of \$8,544 for the term of the contract to be paid in monthly installments after receiving an invoice, which has attached a record of services rendered.

3. This contract shall commence July 1, 2009 and shall terminate on June 30, 2010 or may be terminated as set forth below.

4. This contract may be terminated as follows:

- A. By mutual consent of the parties;
- B. At any time on a material breach of any of the provisions hereof; or
- C. By the COUNCIL on delivery of written notice thereof to CONTRACTOR for any or no reason, whatsoever, including, but not limited to, the failure by the Basin Districts

or Control Boards to appropriate funds for this Contract or any portion hereof.

5. If this contract is terminated by COUNCIL under the provisions of Paragraph 4 for any reason other than CONTRACTOR'S breach, CONTRACTOR shall be compensated only for the work performed by CONTRACTOR prior to the termination hereof.

6. CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the COUNCIL except that claims for money due or to become due the CONTRACTOR from the COUNCIL under this contract may be assigned by the CONTRACTOR to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNCIL. Any attempt at assignment of rights under this contract, except for those specifically consented to by both parties or as stated above, shall be void.

7. CONTRACTOR shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, or a joint venture relationship. The services to be provided by CONTRACTOR shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the COUNCIL is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. CONTRACTOR shall be fully responsible for payment of all taxes due to the State of California or Federal Government which would be withheld from compensation if CONTRACTOR were a COUNCIL employee. COUNCIL shall not be liable for deductions for any amount for any purpose from CONTRACTOR'S compensation. CONTRACTOR shall not be eligible for coverage under COUNCIL'S Workers' Compensation Insurance Plan nor shall CONTRACTOR be eligible for coverage for any other COUNCIL benefit.

8. CONTRACTOR shall hold harmless and indemnify the COUNCIL, Butte, Colusa, Feather River, Glenn, Placer, Sacramento, Shasta, Tehama, Yolo/Solano air districts, their elected officials, officers and employees, and agents against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property damage by CONTRACTOR or any person employed by CONTRACTOR or in any capacity

during the progress of the work, whether by negligence or otherwise. CONTRACTOR shall also indemnify COUNCIL of any adverse determination made by the Internal Revenue Service or State Franchise Tax Board against COUNCIL with respect to CONTRACTOR'S "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

9. All certificates, endorsements, cancellations, and other notices required under this contract shall be delivered by CONTRACTOR to the following address:

Sacramento Valley Basinwide Air Pollution Control Council
Amy Gwinnup, Secretary-Treasurer
P.O. Box 561
Maxwell, CA 95955

All certificates, endorsements, cancellations, and other notices required under this contract shall be delivered by COUNCIL to the following address:

Western Weather Group LLC
568 Manzanita Ave., Suite 2
Chico, CA 95926

10. In the performance of the work authorized under this contract, CONTRACTOR shall not discriminate against any worker because of race, creed, color, ancestry, religion, marital status, medical condition, age (over 40), physical or mental handicaps, veteran or non-veteran status, sex or national origin.

11. If any action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, cost, and necessary disbursements in addition to any other relief to which such party may be entitled.

12. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by CONTRACTOR hereunder shall become the property of the COUNCIL.

13. CONTRACTOR hereby covenants that, at the time of the execution of this contract, CONTRACTOR has no interest and shall not acquire any interest in the future, direct or indirect, which

would conflict in any manner or degree with the performance of services required to be performed under this contract. CONTRACTOR also covenants that in the performance of this work, no person having any such interest shall be employed. CONTRACTOR will comply with any conflict of interest code approved by the COUNCIL.

14. CONTRACTOR shall obtain and maintain continuously comprehensive professional and general liability insurance/or other insurance necessary to protect the public with limits of liability of not less than \$500,000 combined single-limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, products and completed operations, hired and non-owned auto, personal injury, and fire-legal liability applicable to this agreement. As an alternative, CONTRACTOR may procure and maintain the above insurance in the single limit of \$1,000,000.

Such insurance shall name the COUNCIL, Butte, Colusa, Feather River, Glenn, Placer, Sacramento, Shasta, Tehama, Yolo/Solano air districts, their elected officials, officers and employees, and agents as additionally insureds, and shall not be canceled without 30 days written notice delivered to the COUNCIL. CONTRACTOR shall provide COUNCIL with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If CONTRACTOR has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover CONTRACTOR and CONTRACTOR'S employees and partners.

15. This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this agreement, CONTRACTOR relies solely upon the provisions contained in this agreement and no others.

EXECUTED at Marysville, California, on June 5, 2009.

SACRAMENTO VALLEY BASINWIDE AIR POLLUTION
CONTROL COUNCIL

By: _____
Supervisor Don Nottoli, CHAIRMAN, Control Council

Date: _____

WESTERN WEATHER GROUP

By: _____
Don Schukraft, Certified Consulting Meteorologist/CEO

Date: _____

EXHIBIT A

**Western Weather Group LLC
Products and Services**

5 JANUARY 2005	Max/Min	Rain	Rainfall	Norm
Chico	49/39	0.01	13.90	139%
Maxwell	47/43	0.04	10.46	--
Sacramento	50/41	Tr	10.87	166%

Chico Normals today: 53/35 Extremes: 70 (2003), 20 (1950)
 Sac Exec Normals today: 52/38 Extremes: 64 (1986), 24 (1950)

Daily Meteorological Summaries
 Date: 01/05/05

Station	- T E M P E R A T U R E -				RH Avg	---- W I N D ----				Prec PST	In
	Max Occur F	Min Occur PST	F	PST		Avg F	Avg %	MaxGust MPH	Occur MPH Dir		
Chico State Farm	49	13:18	39		44.5	89	1.8	5 NW	14:45	0.01	
Durham	48	14:04	38		43.4	91	1.5	6 N	16:57	0.01	
Butte College	49	11:16	42	21:00	44.9	88	1.1	5 W	12:08	0.04	
Oroville	50	13:50	44	03:35	46.1	83	1.3	6 NE	05:13		
Biggs	48	13:52	43		45.4	89	3.1	8 NW	14:31	0.04	
North Yuba	49	15:36	45	08:35	46.2	87	3.3	8 NW	19:21	0.00	
Wheatland	50	13:23	42	23:50	45.6	92	2.1	8 W	16:42		
Lincoln	54	15:27	47	04:43	49.8	89	10.9	48 SSE	22:30		
Knights Landing	49	14:19	42	22:47	45.1	91	1.6	8 N	15:41	0.00	
Natomas	50	15:09	42	23:13	45.6	94	4.3	9 NNW	15:16	0.00	
Orland-East	47	15:30	39	02:25	43.1	90	3.2	8 N	15:57		
Orland Buttes-LL	46	15:31	39	01:45	42.9	92	2.5	9 NNW	10:48	0.02	
Willows-West	46	15:37	39	00:13	43.0	90	2.3	8 N	16:12	0.05	
Codora	47	15:41	43	04:36	45.1	91	4.9	10 NNW	13:32		
Maxwell	47	14:46	43	06:52	44.9	89	5.0	12 N	06:54	0.04	
Arbuckle	46	15:55	42	21:58	44.3	94	2.9	9 N	10:05		
Arbuckle-NSL	45	15:59	42	03:13	43.2	100	0.6	5 NNW	08:22	0.01	
Kirkville	48	13:52	43	21:48	45.7	89	3.7	11 NW	16:26		
Dunnigan Hills	45	15:47	40	04:16	42.7	89	3.4	9 NNW	20:18	0.00	
Esparto	46	14:38	42	02:08	44.3	91	3.7	10 NNW	15:29		
Woodland	49	14:44	42	00:03	45.0	85	2.3	9 NW	22:03	0.00	
Yolo Bypass	48	14:26	38	02:08	43.6		2.9	11 SSE	20:05		
Suisun Valley	50	15:10	40	00:48	45.2	92	0.5	7 E	12:45	0.00	
Cohasset	37	12:42	31	05:54	32.8		5.9	16 SE	00:18	0.01	
Sutter Buttes	40	19:34	36	01:11	37.8		6.8	17 SE	04:45		
Avg/Totals	47.3		41.0		44.0	90	3.3	11		0.23	
Maximum	54	01/05	47	01/05	49.8	100	10.9	48 SSE	01/05	0.05	
Minimum	37	01/05	31	01/05	32.8	83	0.5	5 NNW	01/05		

9AM WEATHER FORECAST FILE AND SERVICES

The 9am weather forecast file will be issued each day of the Fall Burn Program and include:

- 1. Valley Weather Synopsis – Updated:** Example above, format similar to 8 AM synopsis
- 2. Today’s Forecast Surface Wind flow Pattern referencing east and west sides and eddy: Example:**
 Winds at 8AM across the valley were very light and trending primarily southerly, with of course some variability and a hint of northerly in spots along the west side of the valley. This trend should continue through the morning, but by midday expect light southerlies to be reasonably well organized throughout the valley, but remaining <10 mph. Pressure gradients are weak though, thus still expect some variability due to local heating effects.
- 3. Today’s Forecast Transport Winds referencing Buttes, profilers and pressure gradient: Example:**

Transport winds are also weak, but do appear to be fairly well consistent out of the south (Sutter Buttes SSW at 2-5 mph for the past 3 hours, Chico profiler SE 5-10 mph, Sacramento SW 10-15 mph). Expect transport winds to remain southerly 5-10 mph through the burn hours today.

4. Basin Stability/Inversion Discussion referencing temperatures, NvsS & mixing depth: Example:

The radiational inversions which formed across the valley overnight are again fairly weak, although are slightly stronger than yesterday morning. The cool layer of air within this inversion is quite humid, with relative humidity levels in the 80-90% range at 8am. With ample sunshine expect ground based inversions to dissipate between 11am and noon, with noon mixing depth expansion to near 1500 feet. Afternoon mixing depth expansion and dispersion across the valley will be fair to good, with peak mixing depths around 2500 feet as surface highs reach mainly into the lower 80s.

5. Cautionary Notes referencing morning inversion, fog, fuel moisture and wind shifts: Example:

It is best to wait until noon before burning to allow morning inversions to dissipate and for the lower atmosphere to "dry" out some. High relative humidity levels this morning (70-90%) - conducive to haze formation, not to mention dew on the local rice stubble. Overall, dispersion conditions today will be a little worse than yesterday.

6. Zone ventilation ratings: Example:

Butte, 2, 2, 2
Colusa, 2, 3, 3, 3
Glenn, 3, 3, 3, 2
Placer, 2, 2, 1
Sacramento, 1, 1, 1
Shasta, 3, 3
Sutter, 1, 3, 2, 2, 2, 1
Tehama, 3
Yolo/Solano, 2, 2, 2, 2, 1, 1
Yuba, 1, 2, 1

7. Coordinating Wind and Dispersion Forecasts with the ARB

11AM WEATHER FORECAST FILE AND SERVICES

The 11am weather forecast file will be issued each day of the Fall Burn program and include:

1. Valley Weather Synopsis – Updated: Example above, format similar to 8 AM synopsis
2. Comments on inversion strength and time inversion will break
3. Pre-storm consultation and recorded messages as necessary

Spring Burn Program The start and end of the program will be determined by weather conditions and burning demands. The daily file will include:

1. Valley Weather Synopsis Example above, format similar to 8 AM synopsis
2. Cautionary Notes Example above

All Year

1. Access to current hourly AMOS data and historical hourly AMOS information
2. Access to airport weather observations and visibility information