

CONTRACT FOR SACRAMENTO VALLEY BASINWIDE AIR POLLUTION
CONTROL COUNCIL BURN COORDINATOR

THIS CONTRACT is entered into on July 1, 2010 by and between the SACRAMENTO VALLEY BASINWIDE AIR POLLUTION CONTROL COUNCIL, a political subdivision of the State of California, hereinafter called "COUNCIL" and FIFE ENVIRONMENTAL, 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 may perform such services either at CONTRACTOR'S office or at other sites as requested by COUNCIL, but shall only perform such services as directed to do so by the COUNCIL. The CONTRACTOR shall have no authority or responsibility for making decisions for the COUNCIL. The COUNCIL will review and approve all work performed by 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 \$50,000 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 on the date first above written 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
C/O Amy Gwinnup, Secretary-Treasurer
P.O. Box 561
Maxwell, CA 95955

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, 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 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 include 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 4, 2010.

SACRAMENTO VALLEY BASINWIDE AIR POLLUTION
CONTROL COUNCIL

By: _____
Supervisor Glenn Hawes, CHAIRMAN, Control Council

Date: _____

Fife Environmental

By: _____
Les Dale Fife, Contractor

Date: _____

Exhibit A

SACRAMENTO VALLEY BASINWIDE AIR POLLUTION CONTROL COUNCIL BURN COORDINATOR WORKPLAN

**Approved November 19, 1998, Revised August 6, 1999, Revised August 3, 2001, Revised April 28, 2004, Revised
May 11, 2006**

General Coordination on Agricultural Burning (including Prescribed Burning).

Attend TAC and BCC meetings and provide regular reports to the TAC and BCC on agricultural burning issues.

Review, analyze, and brief TAC and BCC on agricultural burning issues including, but not limited to:

Existing, new, or proposed laws and regulations.

Existing, new or proposed changes to policies.

Provide technical assistance to the TAC and BCC in coordination, comment and recommendations regarding TAC and BCC positions on Basin air quality issues, including, but not limited to:

Assembly and analysis of information needed for elements of the Rice Straw Burning Reduction Act.

The evaluation of air quality data relative to agricultural burning.

Issues raised by industry.

As requested by the TAC or BCC, serve as TAC and BCC liaison and representative to CARB and District boards, and other entities on matters of public outreach, public information, and education related to agricultural burning in the Basin. Activities may include, but are not limited to:

Meetings of the Interagency Air and Smoke Council (IASC)

ARB Board and District board meetings.

Working groups or subcommittees of the TAC, BCC, IASC, or ARB.

SACRAMENTO VALLEY SMOKE MANAGEMENT PROGRAM (SMP)

The Burn Coordinator shall generally produce and facilitate the administration of the SMP at the direction of the Sacramento Valley Basinwide Air Pollution Control Council (BCC) and its Technical Advisory Committee (TAC). All activities listed below are in support of the SMP. Further detail on the implementation of specific procedures (e.g., acreage distribution procedures) may be found in the SMP.

SMP Records and Other Information

The Coordinator shall maintain the following records:

Master hard copies of the SMP and its appendices.

Electronic copies of each SMP and appendices in standard word processing and graphic formats.

Proceedings of all TAC and BCC workshops, and hearings concerning the SMP or other matters relating to the SMP.

Copies of all Coordinator reports provided to the TAC or BCC on the subject of the SMP or related matters.

The Coordinator shall forward all other requests for information to the Chairman of the TAC for further direction.

Notwithstanding the above, the Coordinator shall provide pertinent program information to participating parties, e.g. California Air Resources Board (CARB) and participating districts, as further described in this document.

Annual Review and Revision of the SMP

Some elements of the SMP are annual, as further described below, and other elements may be deemed subject to revision by the BCC. The Coordinator shall facilitate the annual review and necessary revisions to the SMP by carrying out the following activities.

For the BCC meeting of December of each year, prepare a schedule for meetings, workshops, and hearings on the SMP after consultation with BCC and TAC members.

Provide the schedule to CARB, air districts, and industry and other interested parties. The schedule shall include, as necessary:

At least one meeting with the affected industry.

Consultations with CARB.

Consultations with Districts and Agricultural Commissioner.

At least one public workshop.

At least one hearing in June before the BCC. (A hearing will be necessary in June of 2001. During subsequent years, if there are no specific revisions proposed to the SMP document, a hearing is not required, but a report to the BCC on the outcome of the review and revision process will be necessary.)

Track proposed laws, regulations, and research relevant to the SMP.

Maintain a list of proposed revisions to the SMP, including those necessary pursuant to the California Code of Regulations (CCR) and the California Health and Safety Code (CH&SC), and the status of each proposal including, but not limited to:

TAC approval or disapproval of each proposed revision.

Consistency with the SMP requirements in the CCR and the CH&SC.

Impacts on air quality.

Review, provide technical support on, and obtain stakeholder input on the proposed revisions, by providing the following:

Implementation of the schedule described above including the coordination and facilitation of the scheduled events.

Regular reports at TAC meetings and BCC meetings.

Coordination and facilitation of other meetings or ad hoc groups, at the direction of the TAC.

Presentation of the workshop(s).

Presentation of the final, TAC-approved proposal to the BCC.

Produce SMP revisions as adopted by the BCC and transmit the revised SMP to CARB. The targeted due date for annual submittals is July 1.

Central Computer Operator (CCO)

This activity covers the Burn Coordinator's activities in the distribution of acres to the Districts and the collection and handling of related data.

Intensive fall agricultural burning season activities. Further detail on the activities below can be found in the SMP.

On pre-storm days coordinate special notice procedures.

On regular days collect meteorological and air quality data (typically begins no later than 8:00 A.M.)

Collect daily ready file and summary data from each District

Communicate initial burn day decisions and files to the Districts at 8:15 A.M..

Make joint decision with ARB on initial acreage allocation.

Calculate daily acreage distributions for each District

Communicate daily acreage distributions to the Districts by 9:00 A.M..

Collect meteorological and air quality data, including, but not limited to, airports, AMOS sites, ARB and District air quality monitors.

Handle Districts' requests for updates in distribution acres.

Contact CARB for additional acreage when conditions warrant.

Consult with Agricultural Burning Subcommittee Chair when necessary.

Add acres into update acreage pool when Districts return unused acres.

Upload 11:00 A.M. update file with ARB acreage decision and extended burn hours, if applicable.

Provide procedures for the distribution decisions

Assist Districts requesting advice on burning decisions.

Coordinate and communicate with Districts, CARB, and Western Weather

Group.

Revise archive files as Districts provide corrections to burn and complaint data throughout fall.

Share data with CARB and regularly discuss program progress and issues.

Consult with CARB and Western Weather Group on any system breakdowns and data anomalies.

Discuss ground and aerial surveillance of burning conditions with districts and Agricultural Burning Subcommittee chair and ARB representatives.

Participate in aerial surveillance activities, as time permits.

Spring rice burning season activities.

Assist Districts with questions and issues regarding allocation decisions from the CARB.

Consult with CARB on burning levels and feedback on Valley burning.

CCO Back-up.

Hardware (computers and fax) back-up for CCO.

Software (communication, spreadsheet, and database) back-up for CCO.

Upon TAC request, provide operational backup for the CCO activities by training District staff selected by the TAC.

Statistics, Data Maintenance and Reporting

Collect, analyze, and archive fall burn program data including, but not limited to:

AMOS and airport meteorological data.

CARB air quality data.

PM2.5 data from CARB.

Written correspondence with CARB, Western Weather Group, and districts.

Daily 9:00 A.M. program allocation, distribution, weather and air quality data files.

Daily burning management zone and crop burning patterns.

Prescribed fires including fires in adjoining air basins.

Articles, reports, or letters relating to agricultural burning.

Maintain general agricultural burning statistics and related information including, but not limited to:

Ready acres by county and entire Basin.

Burned acres by county and entire Basin.

Air quality particulate data.

Meteorological ventilation factors.

Complaints to ARB and districts.

Emission factors for agricultural burning including prescribed burning.

Maps of burn zones.

ARB air quality data.

Provide a general listing of needed program data to each Air District and Agricultural Commissioner including the authority for the data collection, the required format, and the schedule of due dates to the Burn Coordinator.

Prepare burn summary reports for the TAC and BCC at the end of the intensive fall burn season. These reports shall include, but not be limited to, the following:

Acreage burned by type and location.

Complaints to ARB and districts.

Number of burn days and rain days.

Number of acreage shift days.

Air quality and meteorological data.

Collect, maintain, and analyze rice burning data in support of the implementation and reporting requirements relative to the Rice Straw Burning Reduction Act and the Conditional Rice Straw Burning Permit Program, including, but not be limited to:

Running totals of burned rice acreage.

Data collection and analysis to facilitate the announcement of the annual limit upon rice burning that must be made by the BCC pursuant to the Conditional Rice Straw Burning Permit Program.

An interim report to the TAC in October showing status of the annual 125,000 acre or 25% rice burning limit.

An interim report to the TAC at the end of December showing status of the annual 125,000 acre or 25% rice burning limit.

Running totals by Districts or counties through the following August 31 and one summary at the end of August showing status of the annual 125,000 acre or 25% rice burning limit.

The statistics listed in the Conditional Rice Straw Burning Permit Program under the SMP.

Beginning in 2002, assist the TAC and BCC in preparing the annual implementation reports for ARB and CDFA.

Education, training, and coordination.

Assist District staff in the interpretation of the SMP.

Conduct an orientation and review of the SMP for District staff prior to the intensive fall burn season, including, but not limited to, the following subjects:

Standard requirements of the SMP.

New changes to the SMP.

Spatial and temporal burn placement decisions.

Inter-district communication procedures.

Explanation and interpretation of data used in the SMP.

Requirements associated with rice straw burning.

Conduct a review of the fall burn season in December including:

Relation of burning to air quality impacts.

Details of air quality levels and public smoke complaints.

Meteorological conditions and use of hourly weather data.

Burning decisions, amounts, and updates.

Proposals for revisions to the SMP for the following year.

Presentations of SMP operations, including, but not limited to:

On site presentations of CCO operations

As requested, attend district board and grower education meetings to make presentations. Grower education meetings may be consolidated into one half day meeting to be held prior to the commencement of the fall burning season.

Provide coordination and liaison services among SMP participants.

Maintain communication with CARB Executive Office, Compliance Division, Planning and Technical Services Division, and Meteorology Section.

Maintain communication with Western Weather Group manager and duty meteorologists.

Maintain communication with Agricultural Burning Subcommittee and chair.

Provide support to Districts on computer software including the following:

Test communications with Districts by September 15 each year.

Communication program for transmittal of ready file and summary data through the Internet.

Database files for growers and fields.

Respond to information requests regarding agricultural burning on behalf of the TAC and BCC pursuant to the California Public Records Act.

Document requests for program data and provide periodic reports to the TAC and BCC summarizing the requests.

Provide data to the requesters pursuant to the California Public Records Act.

Work with and assist affected districts pursuant to their respective policies involving the release of public information and media contacts.

Respond to questions from the media regarding the amount of burning in the Sacramento Valley and possible air quality impacts. Coordinate with specific District media offices as appropriate.

SPECIAL MEETINGS AND ACTIVITIES

The intent of this section is to maintain flexibility in the Burn Coordinator Workplan.

Identification of Special Meetings or Other Activities.

The TAC or BCC may identify, and may request that the Coordinator attend, special meetings or participate in other activities related to agricultural burning. It is the intent of this workplan that the TAC and BCC avoid such requests during the intensive fall burn season.

Compensation for Special Meetings or Other Activities

The BCC shall reimburse the Coordinator's travel and lodging costs for activities outside of the Sacramento Valley Air Basin.

The BCC shall cover costs for other activities requested by the TAC or BCC, which are not otherwise described in this document, when such activities could not reasonably be considered to be closely associated with the duties already described in this document, and when the time needed for such activities cannot reasonably be accommodated within the scope of the existing workplan. The TAC Chair and the Coordinator shall jointly determine whether or not any activities fall into this category. The BCC Chair shall resolve any disagreement regarding such activities.