

# Evapotranspiration Data Services Contract

SPECIFICATION NO.  
WR020901  
(FOR PROJECT IDENTIFICATION)

PROJECT NO.  
010107  
Activity No. D801  
(FOR COST ACCOUNTING ONLY)



**FOX CANYON  
GROUNDWATER  
MANAGEMENT  
AGENCY**

**VENTURA COUNTY, CALIFORNIA**

**FOX CANYON  
GROUNDWATER MANAGEMENT AGENCY  
EVAPOTRANSPIRATION  
DATA SERVICES CONTRACT**

**FOR PROVISION OF WEATHER STATION EVAPOTRANSPIRATION DATA**

This is a contract made and entered into on August 1, 2007 by and between the Fox Canyon Groundwater Management Agency, hereinafter referred to as **Agency**, and InvestmentSignals, LLC (a private contractor), hereinafter referred to as **Contractor**.

This contract shall be administered for the Agency by the Executive Officer.

The parties hereto agree as follows:

1. Agency hereby retains Contractor to perform services as provided in the "Scope of Work and Services," attached hereto as Exhibit A.
2. All work under this contract and any portion thereof separately identified, shall be completed within the time provided below in the "Time Schedule" Attached hereto as Exhibit B. Agency shall issue a suspension of the contract term or may extend the contract end date whenever Contractor is delayed by action or inaction of Agency when Contractor promptly notifies Agency of such delays.
3. Payment shall be made monthly, or as otherwise provided, upon presentation of completed claim form or Contractor invoice in accordance with the terms described below under "Fees, Payments, and Performance Standards" as Exhibit C.
4. Agency shall have the right to review the work being performed by Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval, or other action by the Agency shall not relieve Contractor of responsibility for the accuracy and completeness of the work performed under this contract.
5. This contract is for the professional services of Contractor and is non-assignable by Contractor without prior consent from Agency in writing, except that Contractor may assign money due which will accrue to Contractor under this contract. If given written notice, the Agency will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the Agency and to all deductions provided for in this contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the work, should the Contractor be in default. Such professional services shall be actually performed by, or shall be immediately supervised by, Contractor or a principal of the firm. In performing these professional services, Contractor is an independent contractor and is not acting as an agent or employee of Agency.
6. Agency retains the right to terminate this contract for any reason prior to completion by notifying Contractor in writing no less than 60 days prior to termination date and by paying any standard pre-approved charges accumulated prior to such termination. Such charges shall be limited to the maximum fee specified multiplied by the number of days or hours worked. Payment will not be made for incomplete work.

7. Upon completion or termination of contract, Agency shall be entitled to immediate possession of, and Contractor shall furnish, upon request, all computations, plans, correspondence, distribution rights, and other pertinent data gathered or computed by Contractor for this particular contract prior to any termination. Any hardware or equipment paid for with Agency funds shall be the property of the Agency. No documents prepared pursuant to this contract or any modifications thereof shall be copyrighted by Contractor. Contractor may retain copies of said original documents for Contractor's files.

8. During the term of this agreement, Contractor shall not hire personnel currently employed by Agency to perform any work under this contract or cause any action which is considered detrimental to Agency's interests. Contractor shall promptly inform Agency of any contract, arrangement, or interest that he may enter into or have during the performance of this contract that might appear to conflict with Agency's interests. This includes contracts and arrangements with manufacturers, suppliers, contractors, or other clients whose interests might be served by the work performed under this contract and Contractor's or Contractor's client's interest in land that might be affected by the work performed under this contract. Contractor shall take such measures as are necessary in the performance of this contract to prevent actual conflicts of interest. Any agreements for sharing of equipment, hardware, software, or collected data must be approved by Agency prior to finalization of terms or transmission of information.

9. Contractor shall indemnify and defend Agency, including all special districts, interests, personnel, or associates controlled by Agency in case of claim for general or automobile liability resulting from the negligent performance of Contractor or his agents under this contract. Contractor shall, at Contractor's sole cost and expense and throughout the term of this contract and any extensions thereof, carry adequate insurance as determined by Agency to protect Contractor from claims under the Worker's Compensation Acts. Contractor shall also, at Contractor's sole cost and expense and throughout the term of this contract and any extensions thereof, provide (1) Commercial General Liability Insurance at \$500,000 Combined Single Limit (CSL) per Occurrence and \$500,000 Aggregate; (2) Automobile Liability Insurance at \$300,000 CSL for each accident and/or Personal Auto of \$100/300,000 bodily injury and \$50,000 property damage; and (3) Worker's Compensation Insurance at \$500,000. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Written proof of such coverage shall be provided to Agency prior to commencement of any work under this contract.

10. Signed and agreed on by:

CONTRACTOR (print name): InvestmentSignals, LLC

By: \_\_\_\_\_

Social Security No. or Taxpayer I. D. No.: \_\_\_\_\_

Date Signed: \_\_\_\_\_

AGENCY (print name): Fox Canyon Groundwater Management Agency

By: \_\_\_\_\_  
Executive Officer

Date Signed: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK AND SERVICES**

### **PROJECT DESCRIPTION**

This contract between the Agency and Contractor for the Contractor to provide, operate, and maintain six (6) commercially-available automated weather stations that measure and record weather data according to State CIMIS standards using state-of-the-art hardware and software. Using these stations, the Contractor will collect, encode, transmit, decode, present to the Agency, and store climatological data on a continuous basis (30-minute intervals), provide summary Evapotranspiration (Et) and Total Allowed Water calculations on a daily basis; and provide summary reports on a monthly basis in accordance with Option #3 of Contractor's proposal entitled "InvestmentSignals Response To RFP To Provide Daily Weather Data" Version 5 dated July 2007 and transmitted to, and received by, the Agency via electronic mail on July 17, 2007. The equipment (hardware) needed to perform the required data collection shall be installed and maintained by Contractor for continuous use. Any software or equipment purchased by or paid for by the Agency shall remain the property of the Agency.

Evapotranspiration (Et) values shall be calculated by the Contractor using a modified Penman formula and be based on climatological data collected from the six-Contractor provided weather stations. The Total Allowed Water shall be defined as the Et value (from the Penman formula), minus the Effective Rainfall, times the Crop Factor (or Crop Coefficient). A reference Et value (or Eto), along with a correction factor (the Kc value or Crop Coefficients provided by Agency) must be used to reach a satisfactory corrected evapotranspiration value (Etc) for any particular crop. A modified Penman formula is specified because an effective rainfall algorithm has been determined by the Agency, and this algorithm must be incorporated to determine effective rainfall needed for the final calculation that produces allowed water figures for each specified agricultural crop or crop category.

### **SCOPE OF WORK AND CONTRACTOR SERVICES**

1. Agency hereby retains Contractor to perform services as provided in this "**Scope of Work and Services,**" (**Exhibit A**).
2. All work under this contract, and any portion thereof separately identified, shall be completed within the time provided in the "**General Terms and Schedules,**" attached hereto as **EXHIBIT B**.
3. Payments to Contractor shall be made monthly, or as otherwise provided, upon presentation of completed invoices and an Agency claim form in accordance with the "**Fees, Payments, and Performance Standards**" section attached hereto under **EXHIBIT C**.
4. Contractor shall be held to and be responsible for meeting all requirements and specifications listed within the Performance Standards herein attached as "**Fees, Payments, and Performance Standards**" **Exhibit C**.
5. Contractor shall sign and comply with the required statements in the **Affirmative Action Policy for Contractors and Vendors** attached here as **EXHIBIT D**. Where the word "Contractor" is used in **EXHIBIT D**, it shall mean "Contractor."

Weather Stations Contract

6. The Contractor will provide, operate, and maintain six (6) commercially-available automated weather stations that measure and record climatological data in support of Et calculations according to State of California Department of Water Resources Irrigation Management Information Service (CIMIS) standards using state-of-the-art hardware and software. Contractor shall propose to the Agency all weather station sites that can provide environmental conditions capable of measuring climatological data and producing Et values that are representative of the Et for the surrounding agricultural areas.
7. Each of these stations will be located within the Agency boundary at locations approved by the Agency staff. Using these stations, the Contractor will collect, encode, transmit, decode, present to the Agency, and store climatological data to support ET calculations on a continuous (30-minute intervals) in the method and format described in #10. As indicated in their proposal entitled "InvestmentSignals Response To RFP To Provide Daily Weather Data" Version 5 dated July 2007 and transmitted to, and received by, the Agency via electronic mail on July 17, 2007, the Contractor will also provide like data collected according to the same standards, methodology, and specifications from Contractor's "shared network" of 6 (six) additional stations from located within the FCGMA Boundary at no additional charge to the Agency.
8. The following minimum specifications for weather station components shall be used to collect climatological data in Item #7; substitute components (or systems) may be used when it can be demonstrated that the substitute components (or systems) are sufficiently accurate and reliable or better than specifications mentioned below. Proof of reliability and accuracy shall be considered a monthly accuracy in terms of total monthly Et for all months that are at least 3% + or - accurate as compared to a fully operational State of California Irrigation Management Information System (CIMIS) weather station.

**WEATHER STATION EQUIPMENT HARDWARE  
SPECIFICATIONS**

ITEM	UNITS	SPECIFICATION LIMITS
<b>WIND SPEED ANEMOMETER</b>		
	(3-cup magnet activated)	
Threshold	mph	1.0 minimum
Calibration Range	mph	0 - 100
Gust Survival	mph	0 - 120 maximum
Resolution	mph	1.0 minimum
Accuracy	mph	+/- 1.5 % (0.25 mph)
<b>AIR TEMPERATURE / RELATIVE HUMIDITY SENSOR</b>		
Type	electronic	Thermistor
Sun Shield		Stainless Steel Shield
Resolution	degrees C	-35 TO +50
Accuracy	percent	+/-0.1C and +/-2.0 RH (0-90%)
<b>SOIL TEMPERATURE SENSOR</b>		
Type	electronic	Thermistor (6 inches below soil)
Enclosure	water resistant	stainless steel or equivalent
Resolution	degrees C	+/- 0.5
Accuracy	percent	+/- 1
<b>TOTAL SOLAR RADIATION</b>		
Sensor Type	pyranometer	Silicon Photovoltaic
Response Time	micro seconds	10
Maximum Deviation	percent	+/-1.0
Sensitivity	percent	+/-5.0
Cosine Correction	angle of incidence	80
	degrees	
Azimuth	percent error	+/-1.0 at 45 degrees elevation
<b>PRECIPITATION RAIN GAUGE</b>		
Type	(magnetic switch or equiv)	Tipping Bucket
Resolution	Inches (opening diameter)	9.6
Accuracy	Percent	+/- 1.0% at 5.0 cm/hr or less
Maintenance		Needs Cleaning Monthly
<b>WIND DIRECTION (VANE)</b>		
Range	degrees	0-360
Output	Ohms	0-10 x 10 <sup>3</sup>
Threshold	mph	1.0
Accuracy	percent	+/- 5.0
Delay Distance	meters	Less than 1.3

9. Contractor shall make access, installation, operations, and maintenance arrangements with all property owners and pay for the use and cost of maintenance, insurance, and any other costs associated with the selected weather station location sites. In the event a site is not suitable to the Agency, either with respect to environmental conditions or availability, the Contractor shall recommend another location as soon as possible.
10. One of the six (6) provided weather stations provided to the FCGMA shall be located in close proximity, (preferably less than two miles) to the California State CIMIS Station #152 located in Camarillo, California in order to obtain the best possible comparability between data collected by Contractor owned-equipment and that collected by State CIMIS Station #152. Should State CIMIS Station #152 become inoperative the Contractor will temporarily use the State CIMIS Station #156 located Oxnard, California as a backup and propose alternate methods by which data comparability can be measured. Should the Contractor's station location in closest proximity to California State CIMIS Station #152 located in Camarillo, California become inoperative or the location become no longer available to the Contractor, the Contractor will propose alternative methods by which data comparability can be measured.
11. Contractor shall provide computer readable climatological data from each of the six FCGMA weather stations and the "shared network" of six additional stations in accordance with the Specifications in #6, #7, and #8. The collected data will include any and all data necessary to support and prepare accurate, representative Evapotranspiration, Allowed Water, Effective Rain, Required Water, and Irrigation Index calculations, (hereafter referred to collectively as the "Calculations"). The climatological data and the Calculations shall be posted on a website listed under an Agency-approved internet domain name at 30 minute intervals.
12. The Contractor shall also provide to the Agency, in tabular format acceptable and comparable to the standard Agency software needs, monthly summary reports that present in daily mean values for each of the measured climatological data parameters listed in a. and b., and the Calculations including the effective rainfall and the total water allowed for the three major crop categories described in i, ii, and iii below, and longer term summary values described in d. and e. Standard crop coefficient values will be provided by Agency for each agricultural crop or crop type.
  - a. Temperature, Wind Speed, Solar Radiation, Humidity, Evapotranspiration, Rainfall
  - b. Effective Rainfall
  - c. Allowed water for each of the three (3) representative crop types listed in i, ii, and iii below;
    - i. Citrus and Avocado tree crops;
    - ii. Commonly grown field Vegetables, Row Crops, or Truck Crops;
    - iii. High water use crops such as Strawberries, Celery, and Sod.
  - d. Monthly averages of the parameters described in a, b, and c; and
  - e. Year to date averages for the parameters described in a, b, and c;;

The monthly summary report will also contain a graphical representation of daily summary Et values for each station, a similar graph showing the average Et for the 6 Agency stations and the Et measured at the State CIMIS Station #152 as described in #12, and a daily rainfall graph for each of the 6 Agency Stations.

13. With the monthly summary report the Contractor shall also prepare a monthly analysis of the comparability of the Contractor-supplied verification station and the State CIMIS Station #152. This analysis shall be in the form of a table and/or graph professionally prepared and suitable for

## Weather Stations Contract

use in other reports as specified and required by Agency. The report shall confirm the required 3% or better accuracy correlation with a State CIMIS station on the basis of total Et for the month from each station.

14. Contractor shall retain and recall all weather data collected from each of the weather stations. The collected data shall be kept on a calendar year basis. The weather station cumulative annual and average annual values shall be reset to zero on the first of January of each year. The month of December shall remain available for reference for one additional month based on prior year totals.
15. The computer website shall serve any necessary function related to retrieval and storage of the climatological data, the Calculations, and service support for all potential users' internet requirements. In addition, Contractor shall provide and make available Required Water data and Allowed Water and all current and historical data reports prepared for Agency. Charts in an Agency-approved format showing Required Water and Allowed Water based on crop coefficients shall be posted to the Agency internet website within two (2) months from the signing date of this contract. A Water Calculator shall also be added to the Agency webpage along with online descriptions on how to use the new tool based on Required Water data. The Water Calculator shall be operational within eight (8) months from the signing start date of this contract. As part of the Agency website upgrades, Contractor shall furnish an Online Irrigation Efficiency reporting tool and Irrigation Index tool as proposed and described in the Contractor proposal dated July 2007. Contractor shall design and post new web pages or user-input screens explaining how to use both Required Water and Allowed Water data to help growers maintain their water use efficiency.
16. The weather station equipment supplied by Contractor shall be programmed to provide a historical record of all collected weather data for each day, including effective rainfall and allowed water for each day, each month, and each calendar year. This data shall be backed up on a daily basis by the Contractor and supplied to the Agency in a mutually acceptable electronic data storage or media format upon request. The preferred format would be a standard CD ROM type disk or other currently and generally transferable media such as jump drives, portable USB drives, etc.
17. Software shall be provided by Contractor on the Agency website to facilitate automatic computations and access to six (6) weather stations, where collected data will be used to calculate allowed water from all Et parameters collected by each weather station including a calculation of effective rainfall. Agency staff shall be given unlimited real-time access to the website domain or URL where weather station data is posed by Contractor.
18. During this contract, all daily data shall be available to the Agency and any member of the general public for use as they desire. This includes the Contractor. At the end of this contract, all daily data shall be saved on appropriate media and shall become the property of the Agency. The Et data generated by the weather stations and the effective rainfall calculated shall be accessible in two ways:
  - a. Through the Internet or Worldwide Web in appropriate electronic format.
  - b. By paper copy from Contractor upon request from any interested party.
19. Complete costs for all climatological data collection, the associated calculations and reporting, operations and maintenance of the stations, and online access to data are as described herein. The uninterrupted service requirement shall not apply to major destruction due to lightning, theft,

or vandalism. *In the event of major destruction, no station shall be out of service for more than fourteen (14) days. Invoices shall include, and payment shall only be made for, equipment that is in service and functioning properly and from which data is provided by the Contractor in accordance with the specifications and performance standards (see EXHIBIT C – Fees and Payments).*

20. Contractor shall create any number of Internet web pages as needed, with graphics and other assistance provided by the Agency when necessary. The Internet access shall be provided through a “ppp” or equivalent connection with a licensed provider of the Contractor’s choosing, and such access and/or web host costs shall be paid for by Contractor as part of this contract. The web pages created shall become the property of the Agency; however, the display, presentation, and layout of the Et or weather-related data shall be the responsibility of Contractor.
21. Any and all data files shall be provided in acceptable electronic format to the Agency that may have appeared on the Agency weather station data website, including but not limited to, all allowed water and weather station data files that were displayed in tabular or other formats.
22. Contractor shall install and maintain the necessary phone lines, radio transmitters, cell connection, and/or power supplies at each weather station site as needed for the weather station
23. Agency shall supply access to all Agency weather data-related computers and offices as needed by Contractor to carry out and comply with the terms and conditions of this contract. This provision does not include the Agency paying for any dedicated telephone line connections or data download costs associated with the individual weather stations, nor does it include any additional payments to cover patent rights, legal fees incurred by Contractor, or other cost or charges not directly associated with and related to this contract and the specified terms and conditions explained herein.
24. As part of the acceptance conditions under this contract, Contractor has agreed to lead and present two (2) training sessions or workshops for groundwater users in Ventura County. Such sessions will be scheduled upon completion of the Online Irrigation Efficiency reporting tool mentioned in paragraph 7 above. Training sessions shall be scheduled sometime within the first year of the contract according to the readiness and availability of the Contractor and approval of the Agency Executive Officer.
25. Six (6) existing Agency-dedicated stations, the collected data and calculations, and associated services shall be provided by Contractor for the annual contract fee of \$38,400 per year for three years (see EXHIBIT C – Fees, Payments, and Schedule). The annual contract fee shall also include any and all software applications, website provisions, licenses, permissions, etc. necessary to fulfill the terms and conditions specified herein. Any additional expenses incurred by Contractor during, or related to, the duration or terms of this contract will not be covered by the Agency unless negotiated separately and agreed upon jointly by both parties.

## **EXHIBIT B GENERAL TERMS AND SCHEDULES**

### **Term of Agreement**

This contract is for a term of three (3) years starting August 1, 2007 and ending on July 31, 2010. The contract may be modified and/or extended at any time by mutual agreement of Agency and Contractor. Contract may also be terminated by Agency or Contractor upon a minimum of 60-days written notice by either party. The Agency's obligations of performance in the second and third years of this contract are conditional upon the Agency's appropriation of funds for that purpose in its annual budget.

### **Agency Services**

No Agency Services are anticipated.

### **Time Schedule**

All tasks are to be completed within the time limits and/or terms of this agreement. Contractor has agreed to install, implement, and maintain a minimum of six (6) weather stations meeting CIMIS (see Exhibit A #7 and #8, and and Exhibit C #10) standards and to have these stations fully operational within 30 days of the start of this contract agreement.

Consultant shall complete the data deliverables under this contract in accordance with the following time schedule:

1. Climatological Data and Calculations – Continuous automated measurement with posting of real-time climatology data as described in Exhibit A #7, #8, #9, #10, #11, and #12 to the Agency website. Daily summary values posted at the completion of the 24-hour period. Historical Daily summary data and Calculations to remain available on Agency website.
2. Monthly Reports shall be completed and submitted to the Agency by the fifth day following the completion of each calendar month as described in Exhibit A #12 and #13.. Submittal through electronic media such as electronic mail or access to the Agency website is acceptable. Should electronic media be inoperative or unavailable, physical reports (hard copy report) are due on the 7<sup>th</sup> day following the completion of the calendar month.

## **EXHIBIT C FEES, PAYMENTS, AND PERFORMANCE STANDARDS**

### **Fees and Payments**

The Contractor's annual fee shall not exceed \$38,400. The Agency shall pay the Contractor monthly at a maximum rate of \$3,200.00 (USD) for all services to be rendered and equipment provided upon presentation of monthly invoices and completed Agency claim forms, upon approval by the Agency Executive Officer. All charges necessary to complete the tasks described in Exhibit A shall be submitted by the Contractor to the Agency on a monthly basis.. Payments shall be based upon the successful completion of the tasks described in Exhibit A, the Performance Standards in Exhibit C and in accordance to the Time Schedule in Appendix B.

No funds shall be withheld by the Agency unless non-performance of contract specifications and performance standard by Contractor can be shown. Daily activities and administration of this contract shall be handled for the Agency by the Agency Executive Officer or his designee.

The monthly amount billed in the Contractor's invoices shall be based upon the number of fully-operational weather data-gathering stations maintained by the Contractor and successful delivery of monthly summary reports. A station shall only be considered fully-operational if the station and all other parts of the supporting system are functional for each day of each month and the daily data and monthly summary reports for that particular station are submitted to the Agency by the Contractor. If one or more stations are not fully-operational and summary reports for each station are not submitted by the end of fifth day following the end of the calendar month , invoicing and payment shall only be made for the remaining stations, web site, and software on a prorated basis. Should no stations be operational, or if any collected data is not posted on the designated website, no payment shall be due to Contractor for the missing stations and/or non-provided data.

## EXHIBIT C (continued)

### Performance Standards

1. Contractor is required to report fundamental weather station data collected in accordance with Agency measurement standards and within the limits of accuracy and precision defined by the Agency (Exhibit A).
2. Agency staff, at its sole discretion, shall have the ability to visit and inspect any or all of the six (6) weather station sites providing data to the Agency. At a minimum, at least once per year, the Agency shall require the Contractor to accompany Agency staff on a site visit for each of the weather station locations. During those site visits, weather station data collection and reporting equipment will be inspected jointly, and compliance with data collection and reporting performance standards will be verified.
3. The Contractor shall conduct monthly physical inspections of all weather station facilities and prepare monthly self-inspection reports to be submitted to the Agency with the monthly summary data reports. The form, format, content, and schedule of such station verification reports will be developed with the Agency staff in a mutually agreeable format that provides the Agency the ability to understand the time of operation and level of functionality for each station throughout the monthly reporting period. At no additional cost to the Agency, the Contractor will perform optional quarterly joint site visits to the weather station facilities with Agency staff at the discretion of the Agency Staff.
4. The Contractor shall notify the Agency of any malfunctioning or non-operational equipment malfunctions within 24 hours of detection of such malfunction or non-operation. Contractor is required to promptly (within two calendar days of detection) repair and/or replace malfunctioning or non-operational components which fail to work or be in default under the contract. During the equipment repair or replacement period, the Contractor will provide substitute data that is qualified as being derived from a location other than the malfunctioning or non-operational station.
5. Contractor agrees to provide the Agency with proportional billing adjustments/credits/refunds of monthly payments whenever the performance report data referenced in No. 3 above documents that there were equipment performance failures and/or data reporting gaps from any station within the reporting/billing period. The proportional billing adjustment will be as follows:
  - a. For a station with no operational components and/or when no data was collected, the invoice will be reduced at a rate of 1/6 of the daily rate for each 24-hour period such conditions exist.
  - b. For a station with at least one but not all components are malfunctioning or non-operational, the invoice will be reduces at a rate of 1/12 of the daily rate for each 24-hour period such conditions exist.
6. Contractor agrees to provide the Agency with a billing credit and/or refund for all times of non-operation, excluding documented downtime for normal station O&M (i.e. battery change-out, sensor adjustment or scheduled sensor replacement, etc.) or *force-majeure*.
7. Contractor shall electronically transmit weather station reporting data to the Agency website on a daily basis using pre-formatted data templates acceptable to the Agency staff. A hard copy of this weather station summary data or Agency approved electronic substitute shall also be sent to the Agency offices on a monthly basis with each invoice (Exhibit A).

Weather Stations Contract

8. Contractor shall prepare a weather station data collection and reporting operations manual describing the Agency's reporting and data transmittal standards and functions.
9. Contractor data postings, reports, and website options shall include the following: Allowed Water & Effective Rain, Required Water, Irrigation Index, Water Calculator, and online Irrigation Efficiency Reporting.
10. CIMIS Standards - All of the Contractor-provided weather stations shall completely meet the State CIMIS Standards for weather station site selection, operation, instrumentation, collection range, and accuracy no later than year two (second 12-month period) of the contract as described in Exhibit A. Weather station sites requiring new equipment or location conditions shall be identified by Contractor and proposed to the Agency on or before the end of first year (first 12 months) of the contract. Any site access agreements or permissions between Contractor and weather station site location property owners, and/or relocation of equipment, must be completed by Contractor prior to Year Two of the contract. Any deviation from this provision shall be at the sole discretion of the Agency. Copies of weather station site access agreements shall be submitted by Contractor to Agency within 30-days of completion for informational purposes only.
11. Public Outreach/Data Usability – The Contractor shall prepare outreach materials describing how the public and various stakeholders can access weather station data, including its usability in real world situations or conditions within the first year of the Contract. The Contractor will prepare materials and participate in at least two (2) open Workshops with Agency stakeholders in order to train and describe the features of weather station data, the website containing such data, all applications of the data and resulting Calculations, and the utility/functionality of weather station data. Travel expenses for Contractor representative(s) to attend and conduct such Workshops will be paid for by the Contractor.

## **EXHIBIT D**

### **AFFIRMATIVE ACTION POLICY FOR CONTRACTORS AND VENDORS**

During the performance of this contract, the undersigned contractor agrees to adopt this policy to affirm its support of a program of equal employment opportunity and to assure compliance with Title VII of the Civil Rights Act of 1964, Executive Order 11246 and Section 503 of the Rehabilitation Act of 1973, if applicable, the California Fair Employment and Housing Act, and the Ventura County Affirmative Action Compliance policy for contractors and vendors.

This contractor agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.

This contractor further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit and to encourage advancement on this basis.

The following Affirmative Action compliance policy for contractors and vendors is hereby established as the policy and practice of Contractor's company:

1. Our company will recruit, employ, and treat applicants and employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap including, but not limited to, areas of compensation, opportunities for advancement, upgrading, and promotion.
2. Our company will actively use recruitment sources such as employment agencies, unions, and schools that have a policy of referring applicants on a nondiscriminatory basis.
3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing the policy with minority groups, handicapped, women's organizations, and subcontractors as appropriate. In addition, we shall maintain records of each organization's response. The policy will also be posted in all places available and accessible to employees and applicants for employment.
4. Our company will maintain a file of the names and addresses of each minority, handicapped, and female applicant referred to the company for hiring. If the applicant is not considered for employment or was not employed, the company's file shall fully document the reasons.
5. Our company will ensure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against any applicant or employee on the basis of race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.
6. Our company will make sure that seniority practices, job classifications, rates of pay, and other forms of compensation, and other employee practices and classifications do not have an unlawfully discriminatory effect on any applicant or employee on the basis of race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.

Weather Stations Contract

7. Our company will make certain that all subcontractors are in compliance with the Affirmative Action Compliance Policy for Contractors and Vendors, and that all project subcontractors have an approved plan or policy statement.
8. Our company will solicit bids for subcontracts from qualified minority, handicapped, and female subcontractors subject to availability.
9. Our company will continually monitor all personnel activities to ensure that the Ventura County Affirmative Action Policy for Contractors and Vendors is carried out.
10. Our company will make good faith efforts to meet this policy and acknowledges that violators will be reported to the Board of Supervisors for appropriate action.
11. Our company hereby agrees to provide to the Ventura County Affirmative Action Office any access and information that they may request to assist in determining compliance with this policy.

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Date

Executed at (city/state)

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

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Printed Name/Signature/Title (Contractor or Company Representative)