TWENTY-SEVENTH SUPPLEMENT TO PERSONAL SERVICES AGREEMENT BETWEEN LEWIS COUNTY, ACTING AS FISCAL AGENT FOR THE CHEHALIS RIVER BASIN FLOOD AUTHORITY AND WEST CONSULTANTS, INC.

THIS TWENTY-SEVENTH SUPPLEMENT to PERSONAL SERVICES AGREEMENT (TWENTY-SEVENTH SUPPLEMENTAL AGREEMENT) is made and entered into by and between LEWIS COUNTY, WASHINGTON, herein referred to as "County", acting as the fiscal agent for the Chehalis River Basin Flood Authority ("Flood Authority"), and WEST Consultants, Inc., 12509 Bel-Red Road, Suite 100, Bellevue, WA 98005 herein referred to as "Contractor", together referred to as "Parties."

IT IS THE PURPOSE OF THIS AGREEMENT to amend the Parties' Agreement for consulting and coordination services for designing, implementing, and maintaining an Early Flood Warning System, including a gage/sensor network study, and installation, testing and calibration of river, precipitation, temperature, wind gages, webcams, etc., as executed on October 19, 2009, and subsequently amended through Supplemental Agreements (hereinafter referred to as the "Existing Agreement").

CONTRACTOR acknowledges and by signing agrees to the amendments to the Existing Agreement set forth in this Supplemental Agreement, agrees that they have been mutually negotiated and, further, agrees that all of the terms of the Existing Agreement not amended nor modified by this Supplemental Agreement are and shall remain in full effect.

THEREFORE, IT IS MUTUALLY AGREED THAT this Twenty-Seventh Supplemental Agreement amends the Existing Agreement as set forth below:

Section 1. Statement of Work

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Twenty-Seventh Supplemental Scope of Work, attached hereto as Attachment "A" and fully incorporated into the Existing Agreement.

Section 2. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signing by both Parties and be completed as agreed and shown in the attached Twenty-Seventh Supplemental Scope of Work, Attachment "A," but may be modified or extended by mutual agreement in accordance with the amendment provisions of the Existing Agreement.

Section 3. Payment

Compensation for the work provided in accordance with this Twenty-Seventh Supplemental Agreement shall be as set forth in Attachments "A" (Supplemental Scope of Work) and "B" (Supplemental Compensation). Compensation for this Twenty-Seventh Supplemental Agreement shall not exceed one hundred sixty-seven thousand, two hundred and eleven dollars (\$167,211) without written prior approval of the COUNTY and authorization by the Flood Authority. [Note: Authorization for this Twenty-Seventh Supplemental Agreement was provided by the Flood Authority at their November 16, 2023 meeting (here and here), as well their

January 18, 2024 meeting (<u>here</u> and <u>here</u>), March 21, 2024 meeting (<u>here</u> and <u>here</u>) and also by the Flood Authority's Executive Committee on February 24, 2024 (<u>here</u>).

Section 4. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the lead fiscal agent for the Flood Authority, will not be obligated to make payments for services or expenses incurred after December 31, 2024. No penalty or expense shall accrue to the County in the event this provision applies.

This Twenty-Seventh Supplemental Agreement and statement of work, period of performance and compensation constitutes a supplement to the Parties' Existing Agreement and supplements and amends the scope of work, period of performance and compensation, with such additional provisions agreed upon by the parties for good and sufficient consideration, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the parties have execute Agreement this <u>7th</u> day of <u>May</u>	
Lewis County Contract Manager Lee Napier, Director of Community Development 2025 NE Kresky Ave. Chehalis, WA 98532 360/740-2606	Contractor Program Manager Andreas Kammereck, Vice-President WEST Consultants, Inc. 12509 Bel-Red Road, Suite 100 Bellevue, WA 98005 425/646-8806 (office) or 425/894-0440 (cell)
LEWIS COUNTY	WEST CONSULTANTS, INC.
By: Lee Napier Lee Napier Title: Director of Community Development	By: Andreas Kammereck Title: Vice President, WEST Consultants, Inc.
Date:5-7-2024	Date:

ATTACHMENT "A" TWENTY-SEVENTH SUPPLEMENTAL SCOPE OF WORK

TWENTY-SEVENTH SUPPLEMENTAL PERSONAL SERVICES AGREEMENT Between LEWIS COUNTY And WEST Consultants, Inc.

Performance Period Ending December 31, 2024

Who: David Curtis, Andreas Kammereck, Cheryl Vincent, Jeffery Budnick, and other WEST staff (as needed).

Time and Expense: \$167,211.

Period of Performance: October 1, 2023 through December 31, 2024.

Tasks: Tasks for the period of performance under this Twenty-Seventh Supplemental Agreement shall be as follows:

- 1. **Gage, Webcam Maintenance** (approximately three times per year per site with unscheduled trips for unforeseen circumstances):
 - a. Access shelter and retrieve live readings from data logger: total rain accumulation; air temperature; stage; and battery.
 - b. Obtain a live air temperature reading using a calibrated thermometer placed close to the fixed air temperature probe at the site. Compare stage readings to reference gage.
 - c. Visually inspect rain gage bucket and funnel for debris.
 - Remove rain gage bucket and rinse with water. Let water drain through bucket and funnel to remove any possible debris broken free from the rinse or unable to be seen. Tap water or store-bought water will be used.
 - · Check level bubble on base of rain gage.
 - Removal of bucket may involve the use of a step ladder if height of rain gage is above the reach of the personnel. (10' step ladder would be best for some sites)
 - d. If weather permits, perform a tip-test on the system.
 - Retrieve a live reading from the data logger.
 - Manual tip collection buckets a known amount of times.
 - Retrieve a live reading from the data logger to confirm number of tips.
 - Reset data logger to original rain accumulation number before tip test was executed.
 - e. Reinstall rain gage bucket and check for loose equipment (solar panels and antenna) and wire connections. Check inside shelter wire connections.
 - f. Retrieve live readings from data logger: total rain accumulation; air temperature and battery; and retrieve one last live air temperature reading with thermometer.

- g. Download data from data logger, check data for accuracy and fill out site inspection form at site
- h. Retrieve one last set of live readings to confirm data logger is working properly.
- i. Close shelter, attach lock, and store ladder for transport.

Prior to each rainy season, the calibration of each rain gage will be checked with a Hydrological Services Field Calibration Device.

- 2. **Operational, Administrative Support**: Provide on-going support for website monitoring and updates for both routine operations and during potential flood events, including damage to gage systems, evenly spread during the period of performance.
- 3. **GIS Support**: Provide on-going support, training for FWS GIS elements (ArcGIS gage alerts dashboard, ArcGIS Survey 123 alerts sign-up, Data.Wa.Gov "handshake," etc.).
- 4. **Spare Parts Inventory**: Ensure sufficient parts inventory for period of performance.
- 5. **Webcam Cell Fees:** Fee for three cell data plans for three webcams.
- 6. Webcam Subscription Fees: Fee for four webcam subscriptions with OneRain (Contrail).
- 7. **Website**: Secure Contrail annual subscription (291 total sensors or more in and near Chehalis River Basin), paid once agreement is commenced.
- 8. **Data Dashboard, On-Line Alert Sign-Up:** Migrate Gage Alerts Data Dashboard and On-Line Alert Sign-Up System from Lewis County GIS to WEST GIS.
- 9. **Relocate Chehalis River below Thrash Creek Gage:** Conduct reconnaissance of three locations and GOES testing.
- 10. Purchase, Install, Calibrate New Skookumchuck Reservoir Gaging Infrastructure.

ATTACHMENT "B" TWENTY-SEVENTH SUPPLEMENTAL COMPENSATION

TWENTY-SEVENTH SUPPLEMENTAL PERSONAL SERVICES AGREEMENT Between LEWIS COUNTY And WEST Consultants, Inc.

Performance Period Ending December 31, 2024

Reimbursement for services consistent with the Twenty-Seventh Supplemental Scope of Work (Attachment "A") and Section 3, Payment, shall be as follows:

CALENDAR YEAR 2024 (OPERATIONS AND MAINTENANCE ACTIVITIES)				
Acti	ivity:	Cost:	Details:	
1.	Gage, Webcam Maintenance (13 gages, 3 webcams).	\$68,460	Provide routine gage maintenance evenly spread during period of performance.	
2.	Operational, Administrative Support.	\$14,614	Provide on-going support for website monitoring and updates for routine operations and during potential flood events, evenly spread during period of performance.	
3.	GIS Support.	\$8,684	Provide on-going support, training for FWS GIS elements (ArcGIS gage alerts dashboard, ArcGIS Survey 123 alerts sign-up, Data.Wa.Gov "handshake," etc.).	
4.	Spare Parts Inventory.	\$3,000	Ensure sufficient parts inventory for period of performance.	
5.	Webcam Cell Fees.	\$1,500	Fee for three cell data plans for three webcams.	
6.	Webcam Subscription	\$1,848	Fee for four webcam subscriptions w/ OneRain (Contrail).	
7.	Website.	\$7,000	Secure OneRain (Contrail) annual subscription (291 total sensors or more in and near Chehalis River Basin), paid once agreement is commenced.	
CALENDAR YEAR 2023 (NEW ACTIVITIES)				
Activity: Cost: Details:		Details:		
8.	Data Dashboard, On- Line Alert Sign-Up.	\$8,748	Migrate Gage Alerts Data Dashboard and On-Line Alert Sign-Up System from Lewis County GIS to WEST GIS.	
9.	Relocate Chehalis River below Thrash Creek Gage.	\$3,356	Conduct reconnaissance of three locations and GOES testing.	
CALENDAR YEAR 2024 (NEW ACTIVITIES)				
Activ		Cost:	Details:	
10.	Skookumchuck Gage	50,000	Purchase, install, and calibrate a new gage for the Skookumchuck River to meet the needs of the Flood Warning System.	
TOTAL				

\$167,211