

**TWENTY-EIGHTH 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-EIGHTH SUPPLEMENT to PERSONAL SERVICES AGREEMENT (TWENTY-EIGHTH 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., 11400 SE 8th Street, Suite 410, Bellevue, WA 98004 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, webcams, website, inundation maps, 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-Eighth 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-Eighth 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-Eighth 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.

[NOTE1: Period of Performance ends 12/31/2025 but tasks 8, 10, 11, and 12 will have activities (calibration) that extends past that date.]

Section 3. Payment

Compensation for the work provided in accordance with this Twenty-Eighth Supplemental Agreement shall be as set forth in Attachments "A" (Supplemental Scope of Work) and "B" (Supplemental Compensation). Compensation for this Twenty-Eighth Supplemental Agreement shall not exceed four hundred seventeen thousand and six dollars (**\$417,006**) without written prior approval of the COUNTY and authorization by the Flood Authority.

[NOTE2: Authorization for this Twenty-Eighth Supplemental Agreement was provided by the Chehalis Basin Board at their August 1, 2024 meeting (see meeting summary notes page 9 [here](#) authorizing up to \$363,000 for Flood Warning System capital improvements for items #11, #12, #13, #14) and Chehalis River Basin Flood Authority at their November 21, 2024 meeting (see [here](#) authorizing 2025 operations and maintenance expenditures for items #1-#7 for calendar year 2025).]

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, 2025. No penalty or expense shall accrue to the County in the event this provision applies.

This Twenty-Eighth 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 executed this Twenty-Eighth Supplemental Agreement this _____ day of _____ 2024.

Lewis County Contract Manager

Mindy Brooks Director of Community Development
125 NW Chehalis Ave
Chehalis, WA 98532
360/740-2610

LEWIS COUNTY

By: _____
Mindy Brooks
Title: Director of Community Development

Date: _____

Contractor Program Manager

Andreas Kammereck, Vice-President
WEST Consultants, Inc.
11400 SE 8th St., Ste 410
Bellevue, WA 98004
425/646-8806 (office) or 425/894-0440 (cell)

WEST CONSULTANTS, INC.

By: _____
Andreas Kammereck
Title: Vice President, WEST Consultants, Inc.

Date: _____

ATTACHMENT "A"
TWENTY-EIGHTH SUPPLEMENTAL SCOPE OF WORK

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

Performance Period Ending December 31, 2025

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

Time and Expense: \$417,006.

Period of Performance: October 1, 2023 through December 31, 2025.

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

1. **Gage, Webcam Maintenance:** Visit gage and webcam sites approximately four times per year with unscheduled trips for unforeseen circumstances. Maintain all components of the gages including wiring, batteries, sensors, data loggers, antennas, telemetry, etc. Swap out with spare components as needed. 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. ****Purchase, Install, Calibrate New Skookumchuck Reservoir Gaging Infrastructure.**
9. **Develop Inundation Maps for the Skookumchuck River near Bucoda:** Create new web inundation maps for Skookumchuck River near Bucoda, matching the style of existing maps. Maps will use the Google Maps interface, similar to existing maps. Maps will show inundation for a selected set of flood elevations at the gage, grouped as minor, moderate, and major flood stages, similar to existing maps. Existing models will be used for map

generation, no new modeling will be performed. Existing, publicly available terrain data will be used for map delineation.

10. ****Purchase, Install, and Calibrate One Tide Gage (Lower Basin):** Work with local stakeholders to design, install, and calibrate a tidal water level monitoring station in the lower basin. Calibrate the gage for 3 years. Display tide gage data on the FWS website.
11. ****Purchase, Install, and Calibrate Three Rain Gages (Lower Basin):** Conduct reconnaissance to choose the best long-term locations for three rain gages in the lower basin. Secure permission from landowners to install and calibrate the gages for 2 years. Display rain gage data on the FWS website.
12. ****Relocate and Calibrate the Chehalis River below Thrash Creek Gage (Upper Basin):** Secure permission from Weyerhaeuser to relocate the Chehalis River below Thrash Creek gage. Reuse data logger and transmitter from existing site and purchase a new radar water level sensor to mount on the bridge 200 feet downstream from the existing site. Calibrate the new location for 2 years.

ATTACHMENT "B"
TWENTY-EIGHTH SUPPLEMENTAL COMPENSATION

TWENTY-SEVENTH SUPPLEMENTAL PERSONAL SERVICES AGREEMENT

Between
LEWIS COUNTY
And
WEST Consultants, Inc.

Performance Period Ending December 31, 2025

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

CALENDAR YEAR 2025 (OPERATIONS AND MAINTENANCE ACTIVITIES, \$109,006, [LINK](#))

Activity:	Cost:	Details:
1. Gage, Webcam Maintenance (19 gages, 3 webcams).	\$70,856	Provide routine gage maintenance evenly-spread during period of performance.
2. Operational, Administrative Support.	\$24,114	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.		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.	\$3,623	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 Fees	\$1,913	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.

2023-25 BIENNIUM (NEW CAPITAL BUDGET ACTIVITIES, \$308,000, [LINK](#))

Activity:	Cost:	Details:
8. Skookumchuck Gage	\$50,000	Purchase, install, and calibrate a new gage for the Skookumchuck River to meet the needs of the Flood Warning System.
9. Skookumchuck Inundation Maps	\$35,000	Develop and integrate into the FWS additional inundation maps for the Skookumchuck River near Bucoda.
10. Purchase, Install, Calibrate One Tide Gage (Lower Basin)	\$75,000	Purchase, install, and calibrate (3 years) one tide gage in the lower basin to help with lower basin Chehalis River forecasts.
11. Purchase, Install, Calibrate Three Rain Gages (Lower Basin)	\$100,000	Purchase, install, and calibrate three rain gages in the lower basin to help with lower basin Chehalis River forecasts.
12. Relocate, Calibrate Chehalis River below	\$48,000	Relocate, and calibrate a new Chehalis River below Thrash Creek Gage in the upper basin.

Thrash Creek Gage
(Upper Basin)

TOTAL **\$417,006**