

**City of Montesano
112 N MAIN ST
MONTESANO, WA 98563
360-249-3021**

Memo

To: WEST CONSULTANTS
From: CITY OF MONTESANO
cc: File
Date: April 25, 2019
Re: Agreement

Enclosed is the fully executed contract for your files.

If you have any questions please give Doug Streeter call at 360-249-3021 x 109.

Thank you,

CITY OF MONTESANO

**AGREEMENT WITH WEST CONSULTANTS ON BEHALF OF THE CHEHALIS RIVER
BASIN FLOOD AUTHORITY FOR PLACEMENT OF CAMERAS ON CITY PROPERTY
TO MONITOR RIVER LEVELS**

WHEREAS, Lewis County on behalf of the Chehalis River Basin Flood Authority (via an ILA with Lewis County being the Lead Agency for the Chehalis River Basin Flood Authority) has contracted with WEST Consultants ("WEST") for the installation, operation and maintenance of cameras on local rivers to monitor river levels as part of the flood control plan; and

WHEREAS, this Agreement shall be between WEST Consultants ("WEST") and the City of Montesano ("City") for the purposes of entry on to City owned property; and

WHEREAS, the Chehalis River Basin Flood Authority wishes to place one camera within the City limits of Montesano; and

WHEREAS, the Chehalis River Basin Flood Authority has requested to place the camera on City owned property at the City's wastewater treatment plant; and

WHEREAS, WEST Consultants will be the party entering onto City property for the purposes of installation, maintenance and repair of the cameras; and

WHEREAS, the City agrees to allow WEST placement of the cameras on City property;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS;

1. The City of Montesano agrees to authorize WEST Consultants, on behalf of the Chehalis River Basin Flood Authority to enter onto City property for the purpose of installing, maintaining and repairing river cameras.
2. The locations of the cameras shall be on the Wynoochee River at the City's wastewater treatment plant. WEST shall give the City at minimum 24 hours advance notice (to Mike Olden or designated Public Works staff) to arrange for access onto City property.
3. The City understands that the camera located at the Wynoochee River at the City's wastewater treatment plant will be affixed to a City owned structure.
4. WEST Consultants agrees to defend, indemnify and save harmless the City of Montesano, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time

resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of WEST, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees. It is further provided that no liability shall attach to the City by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington.

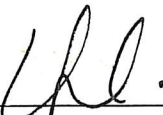
5. WEST Consultants has procured insurance under the amounts required by Lewis County in "Supplemental to Personal Services Agreement" approved by the Lewis County Board of County Commissioners, June 7, 2010, Lewis County Resolution No. 10-143. WEST Consultants agrees to name the City of Montesano as additionally insured, in the amounts as outlined in Paragraph 14 of the WEST PSA Supplement with Lewis County.
6. WEST shall agree to, with respect to the performance of this Agreement and as to claims against the City, its appointed and elected officers, agents and employees, WEST expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.
7. Both Parties agree that the installation and placement of the cameras is for the purpose of monitoring the river and river flows. Cameras shall be directed to the river. Placement of the cameras will not be directed to look into adjacent, non-City owned properties.
8. WEST Consultants agree to be responsible for the ownership, retention, extraction and storage of all video from the cameras.
9. The City of Montesano shall have no financial obligations regarding the installation, maintenance and repair of the web cams.
10. This Agreement shall remain in effect until a time that either party terminates this Agreement by giving 30 days written notice to the other party.
11. Contact and Notice shall be provided to the following:

City of Montesano
Contact:
Vini Samuel
112 N. Main Street
Montesano, WA 98563
360/249-8500
dstreeter@montesano.us

WEST Consultants
Notice:
David C. Curtis, Ph.D.
101 Parkshore Drive
Folsom, CA 95630
916/932-7402
dcurtis@westconsultants.com

Dated this 23rd day of APRIL, 2019.

City of Montesano, a municipal
Corporation

By 
Vini Samuel, Mayor

WEST Consultants

By 
David C. Curtis, Ph.D.