

**AGREEMENT BETWEEN GRAYS HARBOR COUNTY AND WEST CONSULTANTS
FOR WEST CONSULTANTS TO INSTALL, OPERATE, REGULARLY MAINTAIN,
REPAIR AND REMOVE FLOOD WARNING SYSTEM GAGING AND WEBCAM
INFRASTRUCTURE ON COUNTY-OWNED PROPERTY**

WHEREAS, WEST Consultants, as part of the Chehalis River Basin Flood Warning System, has undertaken to install, operate, regularly maintain, repair and remove flood warning system gaging and webcam infrastructure for purposes of monitoring rising river levels and flood conditions in the Chehalis River Basin (www.chehalisriverflood.com); and

WHEREAS, Grays Harbor County ("County"), a political subdivision of the State of Washington, has contained within its boundaries waterways which are part of the Chehalis River Basin; and

WHEREAS, WEST Consultants wishes to place a Chehalis River Basin Flood Warning System webcam within County limits, on County-owned property at the Monte Elma Road bridge over the Satsop River; and

WHEREAS, WEST Consultants will be the party entering onto County-owned property to install, operate, regularly maintain, repair and remove the webcam; and

WHEREAS, under this Agreement Grays Harbor County authorizes WEST Consultants to enter onto County-owned property to install, operate, regularly maintain, repair and remove said webcam; and

WHEREAS, Grays Harbor County agrees to allow WEST Consultants to place the webcam on County-owned property.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Agreement shall be effective as of the last signature date, and shall terminate in five (5) years, unless earlier terminated under the provisions of Section 10 below. Thereafter, the Agreement may be renewed for successive five (5) year periods, unless otherwise terminated under the provisions of Section 10 below.
2. Grays Harbor County agrees to allow WEST Consultants, to enter onto County-owned property for purposes of installing, operating, and regularly maintaining and repairing a Chehalis River Basin Flood Warning System webcam.
3. The location of the webcam shall be on the Monte Elma Road bridge over the Satsop River. WEST Consultants shall give the County at minimum 24-hours advance written notice (including email) to

arrange for access onto County-owned property for the purposes of installing, operating, maintaining, and repairing the webcam.

4. The County understands that the webcam located at the Monte Elma Road bridge over the Satsop River will be affixed to a County-owned structure, with all installation, operation, maintenance, and repair provided at no cost to the County.
5. WEST Consultants agrees to defend, indemnify and save harmless Grays Harbor County, 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 County, 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 Consultants, 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 County 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.
6. As part of the separate contract between WEST Consultants and the Chehalis River Basin Flood Authority by which WEST Consultants undertook to do this flood warning system work, WEST Consultants procured insurance as set forth in Attachment A. WEST Consultants agrees to name Grays Harbor County as additionally insured under these policies and shall provide proof of such insurance to the Grays Harbor County Risk Manager within fifteen (15) days following execution of this Agreement.
7. WEST Consultants shall agree to, with respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, expressly waive 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 WEST Consultants. This waiver is mutually negotiated by the parties to this Agreement.
8. Both Parties agree that the installation and placement of said webcam is for purposes of monitoring rising river levels and flood

conditions in the Chehalis River Basin as part of the Chehalis River Basin Flood Warning System and the webcam shall be directed to the river. Placement of the webcam will not be directed to look onto adjacent properties that are not County-owned. The County shall be provided ten (10) days written notification should WEST Consultants intend to direct the webcam to look onto County-owned properties, and the County shall have full authority and sole discretion to approve or disapprove such webcam direction.

9. Grays Harbor County shall have no financial or other obligations regarding the installation, operation, regular maintenance and repair of said webcam.
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. Upon such termination, WEST Consultants shall be responsible for removal of said webcam within thirty (30) days, with a minimum of twenty-four (24) hours' notice to the County of said removal.
11. Contact and Notice shall be provided in writing to the following:

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| Grays Harbor County Rob Wilson, County Engineer 100 West Broadway, Suite 31 Montesano, WA 98563 360/249-4222 rwilson@co.grays-harbor.wa.us | WEST Consultants David C. Curtis, Ph.D. 101 Parkshore Drive Folsom, CA 95630 916/932-7402 dcurtis@westconsultants.com |
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ADOPTED this _____ day of _____, 2019.

GRAYS HARBOR COUNTY

WEST CONSULTANTS

Randy Ross, Chair



David C. Curtis, Vice-President

Date: _____

Date: 10/23/19

Approved:

Rob Wilson, County Engineer

Date: _____

Attachment A

Excerpt from Lewis County Res. 10-143 (2010) - Supplement to Personal Services Agreement Between Lewis County and WEST Consultants for Flood Early Warning System. [Note: Full contract is available at <https://www.ezview.wa.gov/DesktopModules/Documents2/View.aspx?tabID=28124&alias=1492&mid=69571&ItemID=7978>.]

14. **Insurance:** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Insurance is to be placed with insurers with a current A. M. Best rating of no less than A: VII.
 - a. Minimum Amounts of Insurance:
Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.