

# Agreement for Professional Services

This Agreement, dated as of \_\_\_\_\_, is entered into by and between the Pacific County (“client”) and The Watershed Company, (“consultant”).

## **Section 1. The Services**

- 1.1 Consultant shall perform the services described in the attached Scope of Work (Exhibit A), which is incorporated herein by this reference.
- 1.2 Except as otherwise specifically provided in this Agreement, consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the consultant under this Agreement are sometime collectively referred to in this Agreement as “Services”.
- 1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the Services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

## **Section 2. Schedule**

- 2.1 Consultant shall commence, prosecute and complete such Services on a schedule as directed by client.

## **Section 3. Compensation**

- 3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant \$185,263.00. This compensation is described in the Scope of Work (Exhibit A).
- 3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for Professional Services performed during the preceding period. Each of Consultant’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.
- 3.3 Client shall pay each of consultant’s invoices within thirty (30) days.

#### **Section 4. Performance by Consultant**

- 4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.
- 4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person or furnishes any services (collectively, the "Support").
- 4.3 Consultant shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.
- 4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- 4.5 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

#### **Section 5. Compliance with Laws**

- 5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

#### **Section 6. Inspection: Examination of Records**

- 6.1 The services shall, at all times, be subject to inspection by and with the approval of client, but the making of (or failure or delay in making) such inspection or approval shall not

relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

- 6.2 Consultant shall promptly furnish client with such information related in Service as may be requested consultant.

### **Section 7. Proprietary and Confidential Information**

- 7.1 Consultant shall not, without the prior written consent of client disclose to third parties any information received in connection with the Services unless:
- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services.
  - (b) the information is in the public domain at the time of disclosure by Consultant; or
  - (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.

### **Section 8. Indemnities and Hold Harmless**

- 8.1 Subject to the limitations set forth in paragraph 8.2, Consultant releases and shall defend, indemnify, and hold harmless client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with:
- (a) any fault, negligence, strict liability of Consultant in connection with the Services of this Agreement;
  - (b) any lien asserted upon any property of client in connection with the Services or this Agreement;
  - (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or
  - (d) any breach of or default under this Agreement by Consultant.
- 8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph shall not require Consultant to indemnify client against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of client. Further, in the case of concurrent negligence of Consultant on the one hand and client on the other hand, Consultant shall be required to indemnify client only to the extent of the negligence of the Consultant.

## **Section 9. Workers' Compensation and Insurance**

- 9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect at all times during performance of Services coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State department of Labor and Industries) as Client may request.

- 9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirement or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client its successors and assigns, (collectively, the "Additional Insured") from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client's request, Consultant shall furnish Client with such additional assurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client with respect to any replacement policy.

- 9.3 All policies of insurance required under this Agreement shall:

- (a) Be placed with such insurers and under such forms of policies as may be acceptable to Client;
- (b) With the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;
- (c) With the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and
- (d) Provide that the policies shall not be cancelled or their limits or coverage reduced or restricted without giving at least 30 days prior written notice to the appropriate contract services personnel of Client.

## **Section 10. Changes**

- 10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change in Schedule A and location of performance).
- 10.2 If any changes under paragraph 10.1 causes an increase or decrease in cost of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.
- 10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

## **Section 11. Termination**

- 11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.
- 11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such

termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.

- 11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

## **Section 12. Miscellaneous**

- 12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

The Watershed Company  
750 6<sup>th</sup> Street South  
Kirkland, WA 98033  
(425) 822-5242  
(425) 827-8136

- 12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance, this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.
- 12.3 The obligation of consultant under Section 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- 12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.
- 12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

- 12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the interpretation or construction of the provisions of such sections.
- 12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Clients County and of the District Court of the United States, Western Division, State of Washington.
- 12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

**Pacific County:**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

**The Watershed Company:**

Printed Name: A. William Way \_\_\_\_\_

Title: President \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

# EXHIBIT A PACIFIC COUNTY SHORELINE MASTER PROGRAM SCOPE OF WORK

## Task 1: Project Coordination

As necessary throughout the length of the project, Consultant shall coordinate with the County, the Department of Ecology, and other state agencies, tribes, etc., and participate in project meetings as needed. In addition, the Consultant shall consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, environmentalists, and organizations with special expertise representing these interests. This basic project management time and internal coordination, including preparation of the Consultant's quarterly progress reports, is included within Tasks 1-8. Requests from the County for additional services, which may include further GIS analysis/mapping or extra meeting attendance, would be conducted on an as-needed basis and covered under a contingency of \$5,000 in each of Tasks 6 and 10.

### Assumptions:

1. Consultant shall assist the County in coordinating with adjoining jurisdictions, state and federal agencies, and Indian tribes.
2. The County will lead the assembly of any and all working groups, coordinate all meetings, including preparation of agendas, participant and public notification, designation of meeting times and locations, and distribution of materials.
3. Consultant may provide technical assistance at requested meetings, as identified in this scope of work, and provide material content as needed.
4. The County shall be responsible for maintaining an active project website to assist with public outreach and notification, including the posting of documents and maps.
5. Consultant shall assist with providing website technical material content.
6. County will complete and submit all SMP Submittal Checklists by task.
7. The County shall attend Ecology-sponsored coordination meetings and coordinate all official submittals to Ecology throughout the contract period.

### Deliverables:

1. Documents shall be prepared as MS Word 2010 document files suitable for printing on 8.5" x 11" white, recycled paper equivalent in weight to 20 lb. bond, margins of no less the 1 inch, and printed on both sides.
2. Maps shall be transmitted as ".pdf" files or as other acceptable digital formats. These maps may be printed at 8.5" x 11", 8.5" x 14" or 11" x 17" paper, but may be scaled to 22" x 34" plan sheets for improved viewing. Digital maps and other technical reports will be made suitable for posting on the County project website.
3. GIS. Consultant shall coordinate with county and Ecology's GIS offices in an effort to promote compatibility and to encourage sharing of geospatial data.

a. To facilitate data sharing, Ecology utilizes the following standards:

Ecology's GIS Standards	
ESRI's ARC/INFO	Current version
ESRI's ArcView	Current Version
Horizontal Datum	NAD 83 HARN

## Exhibit A

Vertical Datum	NGVD 88
Projection System	Lambert Conic Conformal
Coordinate System	WA State Plane Coordinates
Coordinate Zone	South
Coordinate Units	Feet
Accuracy Standard	+/-40 Feet (1:24,000) minimum accuracy to within a foot of the true North American datum system
Vector Import Format	ArcExport, DLG and/or DXF, shapefiles
Raster Import Format	TIFF, BIL/BIP, RLC, GRID, ERDAS, SID

- b. Consultant shall submit copies with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.
4. Monthly invoices and quarterly progress reports shall be provided by Consultant in both digital and hardcopy formats consistent with the State reporting requirements in the Grant Agreement.

Due Date: Ongoing throughout the project.

Task 1 Budget: Costs are included in the budget for each Task.

## Task 2 [BLANK]

### Task 3 Public Participation Plan

The County will prepare a draft public participation plan that identifies specific objectives, outreach strategies, key parties (e.g. working group, planning commission, elected officials, shoreline property owners, state and federal agencies, Tribes, local residents, neighboring jurisdictions, etc.), and establishes timelines for public participation activities.

Assumptions:

The County shall prepare the draft Public Participation Plan.

Anticipated Number of Meetings by Consultant: None

Deliverables by Consultant: None

Due Date: N/A

Task 3 Budget: \$0

### Task 4 Preliminary Assessment of the Shoreline Jurisdiction

The County will map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area may be refined during later tasks. The County prepared map of preliminary jurisdiction will include:

## Exhibit A

1. Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance, and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
2. Rivers and streams with mean annual flow over 20 cubic feet per second.
3. Lakes and reservoirs exceeding 20 acres.
4. Marine shorelines.
5. Associated wetlands of these areas.
6. Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas up to 200 feet landward of the floodway where floodplain is present.

As required by Ecology, the County will also consider the following optional areas for inclusion in the SMP

1. Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
2. Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).

If federal or tribal areas are proposed for exclusion, provide documentation that the area is under sole jurisdiction which precludes application of local and state authorities.

### Assumptions:

1. The County shall provide draft preliminary jurisdiction maps and related materials

Anticipated Number of Meetings: None

Deliverables: None

Due Date: N/A

Task 4 Budget: \$0

## **Task 5 Shoreline Inventory, Analysis and Characterization**

### A. Conduct shoreline inventory

Consultant will work with County staff, State and Federal agencies, and other stakeholders and interested parties to compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information as follows:

1. Prepare a draft list of potential inventory data sources for review by the County to help guide the gathering of information.
2. Prepare a Request for Information Letter and draft distribution list for the County to send to prospective interested parties and stakeholders.
3. Produce a shoreline inventory Map Folio per Ecology requirements. Map scales may vary depending upon location, intensity of land use or landscape processes.
4. Collect the following information to the extent that such information is relevant and reasonably obtainable:
  - i. Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the County's jurisdiction.
  - ii. General location of channel migration zones, floodplains, and the floodway.
  - iii. Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
  - iv. Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
  - v. Degraded areas and sites with potential for ecological restoration.

## Exhibit A

- vi. Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- vii. Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- viii. Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- ix. Archaeological and historic resources in shoreline jurisdiction.

### Assumptions:

1. Compilation of inventory resources will predominantly involve the digital and postal transfer of information. Maps will primarily incorporate existing digital data only.
2. Field reconnaissance is not anticipated, but may be conducted to verify questionable locations upon request.
3. If necessary, the County shall prepare one set of comments on the draft Map Folio and data sources.

Anticipated Number of Meetings: One kick-off meeting with the County's project team.

### Deliverables:

1. One digital copy of a draft Information Request letter and distribution list for use by the County.
2. One digital copy of a working draft of the Map Folio and list of data resources for review and comment by the County.
3. One digital copy of a final draft of the Map Folio and list of data resources for review and comment by the County.
4. One digital copy of the draft list of inventory data sources and working maps for submittal to Ecology for review and comment.

Due Date: April 30, 2014

## **B. Conduct shoreline analysis**

Consultant, in cooperation with the County, shall conduct an analysis of shorelines within the jurisdiction of the County resulting in a shoreline inventory and characterization report. The report will define the ecological functions of the jurisdictional shorelines, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions.

Consultant shall conduct an analysis of the inventory information and data collected in Task 5A as it relates to development of an effective SMP. This includes developing a characterization of the ecosystem processes and shoreline functions, identifying opportunities for shoreline protection and restoration, identifying current and potential public access sites, and conducting a shoreline use analysis. Consultant will also identify potential measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.).

### 1. Characterize ecosystem-wide processes

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- a. Present the geographic context for shoreline jurisdiction areas –with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- b. Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)

## Exhibit A

- c. Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- d. Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

### 2. Characterize shoreline functions

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Functions that are associated with each shoreline reach will be described. Specifically, this characterization will:

- a. Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- b. Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within the County's shoreline jurisdiction. Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

### 3. Conduct Shoreline Use Analysis

- a. Identify current patterns of land uses in shoreline areas.
- b. Identify likely shoreline uses and estimate future demand for shoreline space.
- c. Identify opportunities for SMA preferred uses and potential use conflicts.

### 4. Analyze opportunities for public access

Identify current public access sites and opportunities for future access sites.

#### Assumptions:

Level of analysis is dependent upon inventory information and data collected in Task 5A.

Anticipated Number of Meetings: None anticipated at this stage

Deliverables: See Task 5B.5

Due Date: See Task 5B.5

### 5. Prepare shoreline inventory and characterization report

Consultant shall prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- a. Present the geographic and jurisdictional context for the SMP.
- b. Characterize ecosystem processes and functions.
- c. Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
  - i. Protecting intact and restoring degraded ecological processes and functions.
  - ii. Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
  - iii. Providing public access.
  - iv. Accommodating appropriate water-oriented uses.
- d. Identify potential use conflicts to inform environment designation and allowed use decisions.
- e. Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)
- f. Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

## Exhibit A

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county/town location in the state and delineating county/town and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps will also indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of existing and potential public access to shorelines.

### Assumptions:

1. The County shall provide information as needed to support the Consultant's effort.
2. Consultant shall provide content materials for any attended meetings.
3. The County shall provide one set of comments on the 1st draft Shoreline Inventory and Characterization Report including Map Folio.
4. The County shall provide one set of comments on the 2<sup>nd</sup> draft Shoreline Inventory and Characterization Report including Map Folio.

### Anticipated Number of Meetings:

- One meeting with the County project team
- Up to two public meetings to present the Shoreline Inventory and Characterization Report including Map Folio at public events or open houses.

### Deliverables:

1. One hard copy and one digital copy of the 1<sup>st</sup> draft Shoreline Inventory and Characterization Report and Map Folio for review and comment by the County.
2. One hard copy and one digital copy of the 2<sup>nd</sup> Shoreline Inventory and Characterization Report and Map Folio for submittal to Ecology for review and comment.

### Due Dates:

- 1<sup>st</sup> Draft: June 30, 2014  
2<sup>nd</sup> Draft: October 31, 2014

Task 5 Budget: \$114,648

## **Task 6 Draft Shoreline Master Program**

### A. Conduct community visioning process

The County will lead and conduct all aspects of the community visioning process.

Anticipated Number of Meetings: None anticipated at this stage

### B. Develop general SMP goals, policies and optional regulations

The County will lead and conduct all aspects of the preparation of general shoreline goals and policies that are applicable throughout the areas within shoreline jurisdiction.

Anticipated Number of Meetings: None anticipated at this stage

### C. Develop environment designations

The County will lead the review and amendment of environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization report.

## Exhibit A

The County shall prepare draft maps illustrating the shoreline designation boundaries. Narrative rationale, if necessary, describing reasons for maintaining or changing the designations shall be provided by the County.

Anticipated Number of Meetings: None anticipated at this stage

D. Develop environment-specific shoreline use and modification policies, regulations and standards

The County will lead and conduct all aspects of the review and amendment of policies and regulations for all uses discussed in the Ecology SMP Guidelines, and shoreline modifications.

Anticipated Number of Meetings: None anticipated at this stage

E. Develop SMP administrative provisions:

The County will lead and conduct all aspects of the preparation of updated draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement.

Anticipated Number of Meetings: None anticipated at this stage

Task 6 Contingency: \$5,000

## **Task 7 Prepare cumulative impacts analysis:**

Consultant shall take the lead in evaluating and analyzing draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

Assumptions:

1. The County shall provide information, as available, to support the cumulative impacts analysis. This may include an evaluation or documentation of related permit history, known expected developments, future planned restoration or enhancement projects, or similar information helpful to assess cumulative future impacts.
2. The County shall provide one set of review comments on a preliminary draft of the cumulative impacts analysis report and a second round of comments on a second draft report, if needed.

Anticipated Number of Meetings: One meeting with the County project team.

Deliverables:

1. One hard copy and one digital copy of a draft preliminary cumulative impacts analysis report for review and comment by the County.
2. One hard copy and one digital copy of a preliminary cumulative impacts analysis (1<sup>st</sup> draft) of the SMP demonstrating how no net loss of ecological functions will be achieved for submittal to Ecology for review and comment.
3. One hard copy and one digital copy of a revised cumulative impacts analysis (2<sup>nd</sup> draft) of the SMP, if needed, demonstrating how no net loss of ecological functions will be achieved for submittal to Ecology for review and comment.

Due Date: 1<sup>st</sup> Draft due June 30, 2015  
2<sup>nd</sup> Draft due November 30, 2015

Task 7 Budget: \$29,945

## **Task 8 Prepare Restoration Plan**

Based on the Inventory and Characterization report, the Consultant shall lead the development of a plan for restoration of impaired ecological functions in specific shoreline reaches. The Restoration plan should include:

1. Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
2. Goals and priorities for restoration of degraded areas and impaired ecological functions.
3. Existing and ongoing restoration projects and programs.
4. Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
5. Times and benchmarks for achieving restoration goals.
6. Mechanisms to ensure that restoration projects and programs will be implemented.

Consultant, with County assistance, will coordinate with organizations conducting or planning restoration work in order to develop restoration strategies. The restoration plan will identify overlaps in how and where restoration work is being conducted. An implementation strategy will include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP. The Restoration Plan is expected to be incorporated into the final Shoreline Master Program.

### Assumptions:

1. The County will assist the Consultant in coordinating with local organizations, tribes, or other interested parties, as needed.
2. The County shall prepare one set of review comments on the draft Restoration Plan.

Anticipated Number of Meetings: One meeting with the County project team.

### Deliverables:

1. One hard copy and one digital copy of a draft Restoration Plan (1<sup>st</sup> draft) and implementing strategy for review and comment by the County.
2. One hard copy and one digital copy of a draft Restoration Plan (1<sup>st</sup> draft) and implementing strategy for submittal to Ecology for review and comment.
3. One hard copy and one digital copy of a revised Restoration Plan (2<sup>nd</sup> draft).

### Due Dates:

1<sup>st</sup> Draft due October 31, 2014  
2<sup>nd</sup> Draft due January 30, 2015.

Task 8 Budget: \$24,625

## **Task 9 No Net Loss Report**

Prepare a report that demonstrates how no net loss will be achieved.

Consultant shall prepare a report that demonstrates how the recommended shoreline management measures in Tasks 5 and 6, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.

### Assumptions:

The County shall review and provide one set of comments.

Anticipated Number of Meetings: One meeting with the County project team.

### Deliverables:

1. One digital copy of a draft report that demonstrates how no net loss will be achieved through SMP implementation for review and comment by the County.

## Exhibit A

2. One hard copy and one digital copy of a report that demonstrates how no net loss will be achieved through SMP implementation for submittal to Ecology.

Due Date: January 31, 2016

Task 9 Budget: \$6,045

### **Task 10: Local Shoreline Master Program Adoption**

Consultant will be available upon request for additional services necessary to support the County in the adoption process. A separate contingency line item has been allocated to account for any such unforeseen needs.

Task 10 Contingency: \$5,000

### **Project Expenses**

All expenses are included within the Tasks outlined above, estimated at 5% of project costs. These include mileage and other travel related expenses, standard State per diem rates, supplies, printing/plotting, and other reprographic services for production of deliverables as stipulated above.

### **Consultant Project Budget**

Total:	\$175,263
Contingency (Tasks 6 and 10):	<u>\$ 10,000</u>
	\$185,263