

RESOLUTION NO. 09-635

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH AHBL,
INC. FOR AN UPDATE TO THE CITY OF BLACK
DIAMOND'S SHORELINE MASTER PROGRAM**

WHEREAS, the City of Black Diamond is required to update its Shoreline Master Program in accordance with Washington Administrative Code (WAC) Chapter 173-26 by December 2012; and

WHEREAS, the City has been awarded a \$60,000 grant from the Department of Ecology to hire a Consultant to help City staff complete this update; and

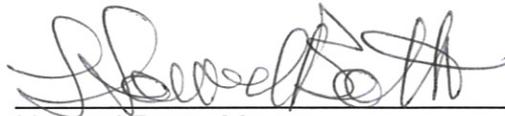
WHEREAS, staff published a request for proposals for consultants to complete this work and chose AHBL, Inc. to help the City with this update;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a Professional Services Agreement with AHBL, Inc. for work associated with updating the City's Shoreline Master Program in the form attached hereto as Exhibit A.

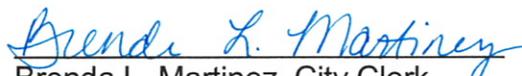
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2009.

CITY OF BLACK DIAMOND:



Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated September 17, 2009 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
24301 Roberts Drive
Black Diamond, WA 98010

Contact: Aaron C. Nix Phone: 360-886-2560 Fax: 360-886-2592

And

AHBL, Inc. ("Consultant")
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350

Contact: Gabe Snedeker Phone: 206.267.2425 Fax: 206.2672429

Tax Id No.: 91-0915991

for professional services in connection with the following project:

(Description of project) (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B."

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon received notice to proceed from the City of Black Diamond.

3. Compensation

LUMP SUM. Compensation for the services provided in the Scope of Work shall be a Lump Sum of \$ _____.

X TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$60,000.00 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

OTHER. _____

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Suspension and Termination of Agreement

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising directly or indirectly out of or resulting from the negligent acts, errors, or omissions of Consultant or its

subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for any reason described above which is caused by or results from the concurrent negligence of the Consultant (and his employees, agents and representatives) and the City (and its officers, officials, employees, agents or representatives), each party's liability shall only be to the extent of its negligence.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, 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 Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

- a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.
- b. Consultant's insurance certificate shall state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City (except for non-payment of premium; in which case ten (10) days prior written notice will be given to the City).

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and

Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement. Consultant agrees that for three (3) years following completion of the services to be performed Consultant will procure and maintain such insurance. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: Loren D. Combs and

VSI Law Group
3600 Port of Tacoma Rd. Ste. 311
Tacoma, WA 98424
Fax: 253-922-5848

Consultant: AHBL, Inc.
2215 North 30th Street, #300
Tacoma, WA 98403
Fax: (253)383-2572

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

15. Attorney Fees

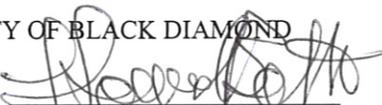
15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND
By: 
Howard Botts
Its: Mayor
Date: 9-17-09

CONSULTANT
By: 
Wayne Carlson
Its: ASSOCIATE PRINCIPAL
Date: 22 SEPT 2009

Attest:

By: 
Brenda L. Martinez
City Clerk

EXHIBIT B

Black Diamond SMP AHBL Consultant Scope of Work

Coordination with DOE

- AHBL, Inc. hereafter referred to as "The Consultant" will provide assistance and technical guidance in coordinating with DOE, tribes, neighboring jurisdictions and other agencies as noted in the scope of work.
- City staff will lead coordination and communication with Ecology, tribes, neighboring jurisdictions and other agencies.
- The City will be responsible for the preparation of quarterly progress reports to Ecology.
- The Consultant will assist the City with this task by providing short email summaries of work completed during each quarter for inclusion in the progress reports.

Public Meetings and Facilitation

- The budget assumes attendance by at least one member of the Consultant team at five public meetings total, e.g. four Citizen Advisory Committee Meetings and one community meeting.

Document Revisions

- For all deliverables and reports specified in the Scope of Work, the budget assumes a maximum of two rounds of revisions, e.g. one round of revisions based on City comments and one round of revisions based on DOE and/or stakeholder comments.
- The City will take responsibility for additional revisions beyond the two rounds specified, unless additional funding becomes available and the scope of work is amended.
- The Consultant will provide limited input and technical assistance as necessary to assist the City with edits beyond the budgeted two cycles of revisions.

Phase 5 – Local Adoption Process

- Based on the City's \$60,000 budget, the Consultant will play a limited role in Phase 5 – Local Adoption Process for the SMP update.
- The consultant will participate in at least one meeting of the Planning Commission, City Council or a joint study session with the two bodies.
- Additional attendance at Planning Commission and City Council meetings would require additional funds or adjustment of other items in the scope.
- City staff will take primary responsibility for guiding the SMP as it moves through the adoption process, including presenting of the Final Draft SMP to the Black Diamond Planning Commission and City Council for consideration.
- The Consultant will provide support, guidance, and technical assistance through the adoption process as the budget allows.
- The Consultant will assist the City in formulating responses to comments from interested Commissioners, Council members, and the public.
- The Consultant will prepare the final Phase 5 Submittal Checklist, as outlined in the Scope of Work.

Based on the assumptions outlined above, the Consultant team will complete the detailed Scope of Work below. The Scope of Work is based on the City's scope in the SMA Grant Agreement, with adjustments as necessary to specify Consultant responsibilities, and will meet Black Diamond's obligations to the Department of Ecology.

1. PHASE 1 – PRELIMINARY ASSESSMENT OF SHORELINE JURISDICTION & PUBLIC PARTICIPATION

Task A: Coordination

The Consultant will assist the City in its efforts to coordinate throughout the SMP update process with Ecology and other applicable state agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the Consultant will assist the City in consulting 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, and organizations with special expertise representing these interests. Budget for this assistance is rolled into the specific budgets for each phase.

The City, with the assistance of the Consultant, will coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (for example, jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.

The City will attend Ecology-sponsored coordination meetings, which occur on a regular basis, for the duration of the project. The Consultant will make an effort to attend key coordination meetings, but based on the limited budget, is not contractually obligated to attend these meetings. The City will provide Ecology opportunities for review of draft deliverables at appropriate intervals. When requested, the Consultant shall forward a written response to Ecology's comments on draft deliverables to the City for submittal to Ecology.

Ecology will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.

Deliverables:

1. Email updates to the City on contacts made for inclusion in quarterly progress reports (three hard copies and one digital copy).

Due Dates: January 10, April 10, July 10 and October 10, each year for three years (10 days prior to submittal of progress reports by City to DOE).

2. Written responses to Ecology's comments on draft deliverables, when requested. (May be provided in email format.)

Due Dates: Following receipt of Ecology's comments.

1.1 Identify Shoreline Jurisdiction

The Consultant will identify the preliminary geographic scope for the comprehensive SMP update project. The Consultant will contact the City and the Department Ecology for the most current information available regarding the geographic extent of the SMA jurisdiction. The Consultant will use available information to 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 will be refined during later tasks. The preliminary jurisdiction mapping will include:

- 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.
- Rivers and streams with mean annual flow over 20 cubic feet per second.
- Lakes and reservoirs exceeding 20 acres.

- Associated wetlands of these areas.
- Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

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

Deliverables:

1. Preliminary jurisdiction map (digital) of Shorelines of the State subject to local SMP.

Due Date: October 15, 2009

1.2 Public Participation Plan

The Consultant will prepare a public participation plan that identifies specific objectives, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, Tribes, local residents, neighboring jurisdictions, etc.), and establishes timelines for public participation activities.

The Plan will include opportunities to engage all parties early and continuously throughout Phases 1 through 5 of the SMP update process, particularly those appropriate recreationists and conservationists or organizations that may not typically seek involvement in new shoreline regulations. The Plan will include an opportunity to develop a future vision for the shoreline and identify shoreline management issues of local concern early in the process. The City shall be responsible for documenting all completed public outreach and public events related to SMP development.

Deliverables:

1. Public participation plan (digital copy).
2. Public participation updates in quarterly emails.

Due Dates: October 15, 2009

1.3 Demonstration of Compliance with DOE Guidelines

The Consultant will demonstrate how Phase 1 complies with DOE guidelines by completing the SMP Submittal Checklist for Phase 1.

Deliverables:

1. A complete Phase 1 SMP Submittal Checklist provided to the City for transmittal to Ecology.

Due Dates: October 15, 2009

2. PHASE 2 – SHORELINE INVENTORY, ANALYSIS AND CHARACTERIZATION

2.1 Complete Shoreline Inventory

The Consultant will compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information. The City will assist the Consultant in identifying local sources of available data. The Consultant will collect the following information to the extent that such information is relevant and reasonably obtainable from existing data sources:

- Shorelines of the State as defined in RCW 90.58.030 located in the jurisdiction.
- 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.
- 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.

- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Patterns and characterization of 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.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological or historic resources in shoreline jurisdiction.
- Policies and regulations in shore land and adjacent areas that affect shorelines, such as surface water management and land use plans and regulations (Critical Areas Ordinance, flood ordinance, etc.)

Deliverables:

1. Draft list of inventory data sources (digital copy) for review and comment.
2. Digital working maps of inventory information displayed at appropriate scales.
3. An SMP Submittal Checklist completed as relevant to task.

Due Dates: November 15, 2009

2.2 Conduct Shoreline Analysis and Assessment

The Consultant will conduct a preliminary analysis of the shoreline inventory information and data collected in Task 2.1. Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in the City's jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 2.3.)

The Consultant will:

- Develop a characterization of the ecosystem processes and shoreline functions.
- Identify opportunities for shoreline protection and restoration.
- Identify current and potential public access sites.
- Conduct a shoreline use analysis.
- Identify 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.)

These tasks will be conducted as they are relevant to shorelines in the City's jurisdiction.

2.2.1 Characterization of System-Wide Ecosystem Processes

This characterization will include a coarse analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describe and illustrate 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, the characterization will:

- 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.
- 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.)
- 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.

- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2.2.2 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. The shoreline will be separated into reaches based on land use and ecological processes. Functions will be described as they are associated with each shoreline reach. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function based on current scientific understanding of the relationship between the conditions of ecosystem-wide processes and conditions within shoreline jurisdiction.

2.2.3 Conduct Shoreline Use Analysis; Analyze Opportunities for Public Access

The Consultant will conduct a shoreline use analysis:

- Identify current patterns of land uses in shoreline areas.
- Identify likely or projected uses in shoreline areas.
- As applicable, analyze potential use conflicts and identify possible adverse impacts those could have on current ecological functions.
- Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements.
- Identify opportunities and demand for SMA preferred uses and potential use conflicts based on current use patterns and projected trends.

The Consultant will identify current public access sites and opportunities for future access sites.

2.2.4 Identify Key Protection and Restoration Areas

This task is an extension of Task 2.2.1 through 2.2.3. Based on the findings of the previous analysis, the Consultant will identify key areas that should be targeted for specific protections to protect shoreline functions necessary to sustain ecological processes. The Consultant will also identify areas where functions have been impacted that should be targeted for restoration. This information will be included in the Characterization Report and related recommendations.

2.2.5 Prepare Map Portfolio

This task is broken out so that we can establish and track the specific level of effort spent creating the required Map Portfolio for the Characterization Report. The Consultant will prepare the map portfolio in preparation for it to be included in the Inventory and Characterization Report. The map portfolio will include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will support the analysis and illustrate findings that correspond with the narrative. The map portfolio prepared by the consultant shall include:

- Vicinity maps indicating the City location in the state and delineating watershed boundaries.
- Maps at the shoreline reach scale differentiating the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages.
- Maps at the shoreline reach scale that 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.
- Maps at the shoreline management reach scale that indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing and projected land uses, designated critical areas and shoreline modifications.
- Maps at the shoreline management reach scale that indicates potential areas for shoreline water-oriented uses, public access, restoration and/or protection.
- A comprehensive map and list of public access to the City of Black Diamond shorelines.

The map portfolio will be included as part of the report that will be delivered at the end of Task 2.3 below.

2.3 Prepare Shoreline Inventory and Characterization Report

The Consultant will prepare a shoreline inventory and characterization report (including accompanying maps from Tasks 2.2.4 above) 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:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
 - Protecting intact and restoring degraded ecological processes and functions.
 - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
 - Providing public access.
 - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- 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.)
- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

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. Please see Task 2.2.4 description regarding the map folio.

Deliverables (3-hard copies and 1-digital copy with accompanying maps):

1. DRAFT shoreline inventory, characterization and analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3, above.

Due Date: January 20, 2010

2.4 Demonstration of Compliance with DOE Guidelines

The Consultant will demonstrate how Phase 2 complies with DOE guidelines by completing the SMP Submittal Checklist for Phase 2.

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).
2. (3-hard copies and 1-digital copy) Final Shoreline Inventory, Characterization and Analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3. This final report will address comments submitted by Ecology and other interested parties based on the DRAFT Shoreline Inventory, Characterization and Analysis produced under task 2.3 above.

Due Date: May 15, 2010

3. PHASE 3 – DRAFT SMP AND CUMULATIVE IMPACTS ANALYSIS

3.1 Community Visioning Process

The Consultant will provide leadership and assistance to the City in conducting a community visioning process to determine citizen goals and aspirations with respect to the findings of the shoreline characterization and analyses. The visioning process will identify shoreline management challenges and opportunities in the community and will be used to prepare a locally customized strategy for protecting shoreline ecological functions, water-oriented shoreline uses, public access (including views and aesthetics), and shoreline restoration consistent with SMA policy and SMP Guidelines objectives.

Deliverable: (digital copy)

1. Strategy for shoreline uses, public access, resource protection and restoration (Task 3.1).

Due date: August 1, 2010

3.2 Develop Shoreline Goals and Policies

The Consultant will prepare shoreline goals and policies that comply with the Shoreline Management Act and SMP Guidelines and are applicable throughout the local government’s shoreline jurisdiction. Optional SMP components may include “general” SMP regulations that apply to specific uses or activities in all shoreline environments; and definitions from the SMA, SMP Guidelines (WAC 173-26) or Shoreline Management – Permits and Enforcement (WAC 173-27) that help SMP users understand important shoreline concepts or precise terms.

3.3 Develop Shoreline Environment Designations

The Consultant will develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

The Consultant will prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. Optional shoreline jurisdiction areas, including entire floodplains and buffers for critical areas, should be mapped and designated if they are included within shoreline jurisdiction. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

Deliverable: (1-hard copy, 1-digital copy)

1. DRAFT Shoreline Master Program Environment Designations (Task 3.3) and General Goals and Policies (Task 3.2).

Due date: November 1, 2010

3.4 Develop Shoreline Use, Policies, and Regulations for Each Designation

The Consultant shall prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc).
- Shoreline modification activity standards.

- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.

3.5 Develop SMP administrative provisions

The Consultant will assist the City in the development of provisions for SMP administration, including necessary elements for permit administration, compliance, and enforcement described in Chapter 173-27 WAC. It is expected that the City will take the lead of writing this portion of the SMP and any related user's guide with technical input and guidance from the Consultant. Optional SMP components may include additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines.

3.6 Prepare Preliminary Cumulative Impacts Analysis

The Consultant will evaluate and analyze 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. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP. (Note: The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP.)

Deliverables (three hard copies and one digital copy, with accompanying maps):

1. Complete Draft SMP, including:
 - Draft general goals and policies and optional general regulations. (Task 3.2)
 - Draft environment designations and draft environment maps. (Task 3.3)
 - Draft environment-specific shoreline use and modification policies, regulations, and standards. (Task 3.4)
 - Draft administrative provisions. (Task 3.5)
 - Maps showing environment designations within shoreline jurisdiction
2. A preliminary cumulative impacts analysis of the SMP Environment Designations, Goals Policies, and Use/Modification Regulations to ensure consistency with recommended "protection measures" listed in the final Shoreline Inventory/Characterization (Task 2.4).

Due Dates: February 20, 2011

3.7 Demonstration of Compliance with DOE Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 3

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Due Date: March 1, 2011

Note: Based on the City's grant allocation schedule, we will need to do some limited work on the Restoration Plan in Year 2, even though it will be delivered in Year 3.

4. PHASE 4 – RESTORATION PLANNING, RE-VISITING DRAFT SMP AS NECESSARY

4.1 Develop Restoration Plan

Based on the Inventory and Characterization report, the Consultant will develop a plan for restoration of impaired ecological functions in specific shoreline reaches. The Restoration Plan will include:

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

The Consultant will assist the City in contacting organizations conducting restoration work for assistance in developing restoration strategies. The City will take the lead in contacting these organizations. 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.

Deliverables (three hard copies and one digital copy, with accompanying maps):

1. A complete restoration plan.

Due Date: August 15, 2011

(Note: Please provide Ecology with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan.)

4.2 Re-evaluate Regulations to Address Cumulative Impacts

Based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations developed in Phase 3 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP.

Prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 1.1 that will be subject to the local SMP.

Deliverables (three hard copies and one digital copy, with accompanying maps):

1. Complete Final Draft SMP consisting of the following:
 - Revised Final draft SMP Designations, Goals/Policies, and Use/Modification Regulations that address any changes recommended within the preliminary cumulative impacts analysis.
 - Final cumulative impacts analysis evaluating the final draft SMP Environment Designations, Goals/Policies, Use/Modification Regulations and Restoration Plan, concluding no net loss of shoreline ecological functions based on the findings of the SMP Inventory/Characterization.
 - Final SMP jurisdiction maps and boundary descriptions

Due Date: September 15, 2011 (Allow approximately 45 to 60 days for Ecology to review and comment on the revised draft SMP and other documents.)

4.3 Prepare No Net Loss Report

The Consultant will prepare a report that demonstrates how the recommended shoreline management measures in Task 2.3, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss. The Consultant and the City will contact DOE and attempt to get approval for the consolidation of Task 4.3 with Task 4.2 (see similar intent between tasks in underlined portion).

Deliverables (one digital copy):

1. A report that demonstrates how no net loss will be achieved through SMP implementation.

Due Date: November 1, 2011

4.4 Demonstration of Compliance with DOE Guidelines

The Consultant will fill in the SMP Submittal Checklist for the tasks completed under Phase 4.

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Due Date: November 1, 2011

5. PHASE 5 – LOCAL SMP ADOPTION PROCESS (LIMITED CONSULTANT SERVICES)

Based on the City's anticipated budget of \$60,000, the Consultant team's role in the local adoption process will be limited as indicate below. The City will take the lead on the local adoption process with the Consultant providing support, guidance, and technical assistance as needed through the City's review and adoption of the SMP.

5.1 Compile Draft SMP for Local and State Agency Review

The Consultant will assemble a complete draft SMP. The City will submit it to Ecology for informal review together with supporting documentation. The SMP will contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

5.2 SEPA review and documentation

The City will perform and document SEPA review pursuant to Chapter RCW 43.21C, the State Environmental Policy Act. This proposed scope and schedule assume that an environmental checklist will be all that is required for SEPA review. The Consultant will provide limited technical assistance as necessary for the City to complete the SEPA checklist.

5.3 Provide GMA 60-day notice of intent to adopt

Upon conclusion of Tasks 5.1, and 5.2, the City will notify Ecology and the Department of Community, Trade and Economic Development of its intent to adopt the SMP as least sixty days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

5.4 Hold Public Hearing/Adoption of Final SMP

The City will conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The City will hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment will be compiled. The Consultant will assist the City by being a resource for answering questions and/or assisting with presentations at one Planning Commission or City Council meeting. If additional resources are available, the Consultant will be happy to provide additional assistance.

5.5 Prepare a responsiveness summary

Prior to adoption of the draft SMP by the local elected body, the City will prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment. The Consultant will provide technical input on comment responses as necessary and as directed by the City.

5.6 Submit locally adopted SMP to Ecology

Following completion of the above tasks, the City will complete the adoption process for the SMP update and adoption by the local elected body, and submit the adopted Draft SMP to the Department of Ecology.

5.7 Demonstration of compliance with DOE guidelines

The consultant will prepare a Phase 5 submittal checklist to document compliance with SEPA, public notice, and procedural requirements associated with local adoption of the Shoreline Master Program.

Deliverables (two hard copies and one digital copy in Microsoft Word format, with accompanying maps):

1. A complete, locally adopted SMP including maps, with relevant supporting documentation. (Tasks 5.1 and 5.7)
2. SEPA products (checklist, MDNS or EIS; SEPA notice. (Task 5.3) – City will provide
3. Evidence of compliance with GMA notice requirements. (Task 5.4) – City will provide
4. Public hearing record. (Task 5.5) – City will provide
5. Response to comments received. (Task 5.6) – city will provide with consultant assistance
6. A complete SMP Submittal Checklist. – Consultant will provide

Due Dates: June 30, 2012

EXHIBIT C

ATTACHMENT B - CONSULTANT SMP BUDGET

	AHBL				OTAK			OTAK Total	Consultant Team Total	
	Principal in Charge	Project Manager	Planner 3	AHBL Total	Natural Resources Manager	Senior Wildlife Biologist	Senior Wetland Ecologist			
Billing Rates:	\$160	\$120	\$90		\$162	\$109	\$109			
1. Preliminary Shoreline Jurisdiction and Public Participation Plan	2	23	9	\$3,890	8	0	5	\$1,841	\$5,731	8.82%
1.1 Preliminary Assessment of Jurisdiction		2	4	\$600	4		4	\$1,084	\$1,684	
1.2 Public Participation Plan										
1.2.1 Public Participation Plan	1	4	4	\$1,000				\$0	\$1,000	
1.2.2 Implementation (assumes attendance at 5 meetings total)	1	16		\$2,080	4			\$648	\$2,728	
1.3 Phase 1 SMP Submittal Checklist		1	1	\$210			1	\$109	\$319	
2. Shoreline Inventory, Analysis, and Characterization	0	30	61	\$9,090	12	44	50	\$12,190	\$21,280	32.74%
2.1 Shoreline Inventory, Analysis, and Characterization		8	8	\$1,680	4	8	8	\$2,392	\$4,072	
2.2 Shoreline Analysis										
2.2.1 Characterization of system-wide ecosystem processes				\$0	1	8	8	\$1,906	\$1,906	
2.2.2 Characterize shoreline functions				\$0	1	8	10	\$2,124	\$2,124	
2.2.3 Analyze shoreline use and public access		8	5	\$1,410	1		2	\$380	\$1,790	
2.2.4 Identify key potential shoreline protection and restoration areas		1		\$120	2	4	4	\$1,196	\$1,316	
2.2.5 Prepare map portfolio		8	40	\$4,560				\$0	\$4,560	
2.3 Shoreline inventory and characterization report		4	8	\$1,200	2	16	16	\$3,812	\$5,012	
2.4 Phase 2 SMP Submittal Checklist		1		\$120	1		2	\$380	\$500	
3. Draft SMP & Cumulative Impacts Analysis	7	45	94	\$14,980	6	0	16	\$2,716	\$17,696	27.22%
3.1 Community visioning (one meeting)	1	4		\$640				\$0	\$640	
3.2 Develop general SMP policies and regulations	1	8	16	\$2,560				\$0	\$2,560	
3.3 Develop environmental designations	1	4	4	\$1,000				\$0	\$1,000	
3.4 Environment specific use, policies and regulations										
3.4.1 Develop shoreline use policies, regulations and standards	1	8	20	\$2,920	2		4	\$760	\$3,680	
3.4.2 Develop shoreline modification activity policies, regulations and standards	1	8	20	\$2,920	2		4	\$760	\$3,680	
3.5 Develop SMP administrative provisions	1	4		\$640				\$0	\$640	

3.6 Cumulative impact analysis	1	8	32	\$4,000	2		8		\$1,196	\$5,196	
3.7 Phase 3 SMP Submittal Checklist		1	2	\$300					\$0	\$300	
4. Restoration Plan and Revisions to Phase 3 Products	0	9	13	\$2,250	8	28	25		\$7,073	\$9,323	14.34%
4.1 Restoration plan		4	4	\$840	8	24	24		\$6,528	\$7,368	
4.2 Revisits draft environmental designations, policies and regulations, and finalize SMP jurisdictional maps		2	4	\$600					\$0	\$600	
4.3 No net loss report		2	4	\$600		4			\$436	\$1,036	
4.4 Phase 4 SMP Submittal Checklist		1	1	\$210			1		\$109	\$319	
5. Local SMP Adoption Process and Approval	2	13	11	\$2,870	0	0	0		\$0	\$2,870	4.42%
5.1 Assemble complete draft SMP	1	2	4	\$760					\$0	\$760	
5.2 SEPA review and documentation		2	2	\$420					\$0	\$420	
5.3 Provide GMA 60-day notice of intent to adopt		0		\$0					\$0	\$0	
5.4 Hold public hearing		4		\$480					\$0	\$480	
5.5 Prepare a responsiveness summary	1	4	4	\$1,000					\$0	\$1,000	
5.6 Submit locally adopted SMP to Ecology				\$0					\$0	\$0	
5.7 Phase 5 SMP Submittal Checklist		1	1	\$210					\$0	\$210	
TOTAL:	11	120	188	\$33,080	34	72	96		\$23,820	\$56,900	
									SUBTOTAL	\$56,900	
									SUBCONSULTANT MANAGEMENT	\$2,382	
									REIMBURSABLE EXPENSES (COLOR PLOTS, COPYING, ETC.)	\$718	
									GRAND TOTAL	\$60,000	