

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners (BoCC)
Mark McCauley, County Administrator

FROM: Josh D. Peters, AICP, Community Development Director

DATE: December 18, 2023

RE: Supplemental Agreement 5 to Consultant Contract with BERK

STATEMENT OF ISSUE:

Jefferson County is in the final stages of two related projects: (1) complete periodic review of our Shoreline Master Program (SMP), as required by the Shoreline Management Act (SMA) statute and administrative rules; and (2) complete the Shoreline User Guide (SUG) project associated with the SMP Update.

DCD now proposes a fifth (and final) supplemental agreement to our existing contract with BERK Consulting, Inc. (BERK) in order to complete the two projects listed above, as well as receive staff training to implement the updated SMP and associated components of the Critical Areas Ordinance (CAO) adopted in 2019 with assistance from BERK. See the updated scope, schedule, and budget dated 12/7/2023 (attached). The net effect of the proposed supplemental agreement is to:

- Enable completion/delivery of the SMP Update, the SUG, and SMP/CAO training after December 21, 2023. Supplements remaining budget of \$18,990 by \$6,750.

ANALYSIS:

In April 2023, the Board approved supplemental agreements to this contract with BERK for services related to SMP Periodic Review. The process is nearing completion, yet will extend into 2024. Remaining work includes Board adoption of SMP amendments, corresponding completion of analysis for assembly of a submittal package for the Department of Ecology, completion of the SUG based on SMP amendments approved by Ecology, and associated SMP and CAO training.

DCD has appreciated working with BERK and their subconsultant, Shannon & Wilson, on this project. Staff believes it is in the county's interest to extend this contact for time and a modest budget increase. Most likely the work will be completed prior to mid-year 2024; however, staff believes it would be better to extend a full six months in case the process, which includes Ecology review, takes longer than anticipated.

ATTACHMENTS:

- Contract Review Form for supplemental agreements #5
- Supplemental agreements 5 to existing BERK contract, including:
 - updated BERK scope, schedule, and budget (dated December 7, 2023)
 - existing BERK contract with supplemental agreements 1 through 4

FISCAL IMPACT:

The proposed supplemental agreement would add \$6,750 to the existing contract, as previously modified by supplemental agreements. DCD has budget to pay for these vital services.

RECOMMENDATION:

Execute the fifth supplemental agreement with BERK in order to maintain consultant services through the final stages of the SMP periodic review, SUG completion, and associated staff training.

REVIEWED BY:


Mark McCauley, County Administrator

12/14/23
Date

Clear Form

Contract No: SMP BERK Supplemental 5

Term: 01/01/2024-06/30/2024

Contact email: CPronovost@co.jefferson.wa.gov

Munis Org/Obj	14355870 - 410421
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☐	Exempt from Bid Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☒	RFP or RFQ
☐	Other:

Date _____

Date _____

1

Supplemental Agreement Number <u>5</u>	Organization and Address BERK Consultants, Inc. 2200 Sixth Avenue, Suite #1000 Seattle, WA 98121		
Agreement Number			
Project Number	Phone (206) 324-8760		
Project Title Professional Services Agreement for Shoreline Master Program Periodic Review	Original Contract Not to Exceed: \$144,331	Current Contract Balance: \$18,990	Estimated Contract Supplement: \$6,750
<u>Description</u> Supplement No. 5 to Professional Services Agreement for Shoreline Master Program (SMP) Periodic Review. Extend work schedule an additional six months and add \$6,750 of consultant services for SMP update completion, Shoreline User Guide (SUG) completion, and staff training performed after 12/31/23. See attached BERK Scope, Schedule, Budget dated 12/7/23. Note: Original Contract Not to Exceed amount above includes Supplements No. 1, 2, 3, and 4.			

The Local Agency of Jefferson County desires to supplement the agreement entered into with BERK Consultants, Inc. and executed on September 11, 2020 and identified as Agreement No. Professional Services Agreement for Shoreline Master Periodic Review

All provisions in the basic Professional Services Contract, dated September 11, 2020, remain in effect except as expressly modified by previous supplements and this supplement.

The changes to the agreement are described as follows:

I

Section 2. Scope of Services, is hereby changed to add the following:

Pursuant to Supplemental Agreement No. 5, Consultant agrees to perform the following services identified in BERK Scope, Schedule, Budget dated 12/7/23 attached hereto, including the provision of all labor: remaining components of Tasks 6 through 9.

II

Section 3. Time for Performance, is hereby changed to add the following:

Work authorized through Supplemental Agreement No. 5 shall be performed by consultant through completion of Scope of Services or by 6/30/2024, whichever comes first.

III

Section 4. Payment, is hereby changed to read at **Section 4.a.** as follows:

Payment for the work provided by Consultant as authorized through Supplemental Agreement No. 5 shall be made per Section 2 Scope of Services, provided that the total amount of payment to Consultant for work as authorized through Supplemental Agreement No. 5 shall not exceed \$25,740 without the express written modification of the agreement signed by the County.

V

BERK Scope, Schedule, Budget dated 12/7/23 is hereby added to the Contract as an Exhibit.

Signatures indicate agreement to the changes as stated in this Supplement #5 to the Professional Services Agreement for Shoreline Master Program Periodic Review.

DATED this _____ day of _____, 2023.

BERK Consultants, Inc.
Consultant

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Consultant's Signature

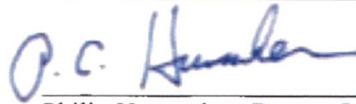
Greg Brotherton, Chair

Date

Kate Dean, Member

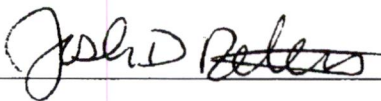
Heidi Eisenhour, Member

Approved as to form only this _____
day of _____, 2023.



December 13, 2023

Philip Hunsucker, Deputy Prosecuting Attorney



Josh D. Peters, AICP, Director
Department of Community Development

12/8/2023
Date

Jefferson County Shoreline Master Program Periodic Update

Scope Amendment – Final Legislative Effort

The Shoreline Master Program Periodic Update requires additional effort to complete the process beyond amendments 2 through 4 executed in April 2023 as follows:

- Task 6: Based on the extended Planning Commission review and pending Board of County Commissioners review, the Consultant will prepare the final Shoreline Master Program amendment package per WAC 173-26-100. This includes:
 - Preparing a Revised/Modified determination of non-significance (DNS) per WAC 197-11-340(2)(f).
 - Completing the Cumulative Impacts Analysis with final code options.
 - Amending the prior draft Ecology Submittal forms (Final Checklists, Comment Response Matrix, Other) with final SMP changes.
- Task 7: The original scope identified 6 legislative meetings, which have already been held as of November 2023. Three (3) additional virtual Board of County Commissioner Meetings are added.
- Task 8: The Consultant will prepare a final Shoreline Users Guide edits and graphics for County review, including adding a conceptual example planting plan. One round of staff review is assumed.
- Task 9: Critical Areas Support. This task has not been completed and most effort remains as of November 2023. Unspent funds would be repurposed towards the above tasks.

Cost Estimate

Based on the scope amendments above, and the remaining budget balance, a cost estimate is presented below. A budget amendment of \$6,750 is requested.

Jefferson County SMP Budget Status and Amendment

Tasks	Spent To Date*	Budget	Remaining Balance	Needed Effort			Amendment
				BERK	SW	Total	Effort Beyond Balance
1 Kick off and Coordination	\$2,431.50	\$1,760.00	-\$671.50				
2 Public Participation	\$14,285.00	\$14,820.00	\$535.00				
3 Review SMP and Draft Revisions	\$18,742.70	\$17,160.00	-\$1,582.70				
4 Final Draft SMP and Adoption Process	\$6,248.00	\$6,000.00	-\$248.00				
5 Supplemental Meeting/Adoption Support	\$12,744.00	\$19,800.00	\$2,368.00				
5 Credit to County Share - Move to Task 7		-\$4,688.00					
6 Ecology Initial Determinations Review	\$31,493.75	\$34,750.00	\$3,256.25	\$4,760	\$4,030.00	\$8,790.00	\$5,533.75
7 SMP Final Legislative Process	\$25,286.50	\$28,070.00	\$2,783.50	\$3,900	\$2,700.00	\$6,600.00	\$3,816.50
8 Shoreline Users Guide Manual	\$16,660.00	\$17,720.00	\$1,060.00	\$3,440	\$1,800.00	\$5,240.00	\$4,180.00
9 Critical Areas Ordinance Implementation Support	\$1,552.50	\$7,600.00	\$6,047.50	\$0			-\$6,047.50
Expenses	\$376.95	\$1,339.00	\$962.05	\$200.00			-\$762.05
Credit							
Total	\$129,820.90	\$144,331.00	\$14,510.10	\$12,300.00	\$8,530.00	\$20,830.00	\$6,720.70

*Through 11/26/23 (incurred but pending billing on Oct/Nov)

Amendment Request

\$6,750.00

**PROFESSIONAL SERVICES AGREEMENT FOR
Shoreline Master Program Periodic Review**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, (the County), and BERK Consulting, Inc. (the Consultant), in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the County to assist with completion of the Jefferson County Shoreline Master Program (SMP) Update, in association with Department of Ecology Agreement No. SEASMP-1921-JCD-00032.
2. Scope of Services. The Consultant agrees to perform the services, identified on Exhibit "A" (proposal) attached hereto, including the provision of all labor.
3. Time for Performance. Work under this contract shall commence beginning August 10, 2020, to be completed by June 30, 2021.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by The Consultant shall be made as provided on Exhibit "A", provided that the total amount of payment to the Consultant shall not exceed \$40,000 without express written modification of the agreement signed by the County.
 - b. The Consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date, up to 80% of total project costs. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors.

CONSULTANT AGREEMENT

6. Compliance with laws. The Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. The Consultant shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant. The Consultant shall be liable only to the extent of the Consultant's proportional negligence. The Consultant specifically assumes potential liability for actions brought against the County by The Consultant's employees, including all other persons engaged in the performance of any work or service required of the Consultant under this Agreement and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Consultant recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.
8. Insurance.

The Consultant shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Consultant is located.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the COUNTY named as an additional insured in connection with the CONSULTANT'S performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;

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- c. Broad Form Contractual/Commercial Liability including completed operations;
- d. Premises - Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

The County shall be named as an additional insured party under this policy.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Consultant shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of the Consultant to take out and/or maintain any required insurance shall not relieve The Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until such time as the Consultant shall furnish

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additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Consultant must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Consultant's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.

9. Worker's Compensation (Industrial Insurance).

- a. If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

10. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for

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withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

11. Subcontracting Requirements.

- a. The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Consultant must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Consultant and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.

15. Non-Waiver. Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

16. Termination.

- a. The County reserves the right to terminate this agreement at any time by giving ten

CONSULTANT AGREEMENT

(10) days written notice to the Consultant.

- b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the County, if the County so chooses.

17. Notices.

Notices to the County of Jefferson shall be sent to the following address:

Jefferson County Department of Community Development
621 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

BERK Consulting, Inc.
2200 Sixth Avenue, Suite 1000
Seattle, WA 98121

18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both County and the Consultant.

19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and the Consultant.

20. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

CONSULTANT AGREEMENT

21. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
22. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
23. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
24. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
25. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
26. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
27. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
28. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
29. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
30. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
31. Public Records Act. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, the Consultant shall,

within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES FOLLOW ON NEXT PAGE)

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DATED this 24th day of August, 2020.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

BERK Consulting, Inc.

Name of Consultant



Greg Brotherton, Chair

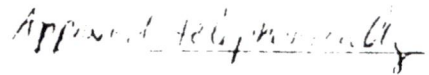
Lisa Grueter



Consultant's Representative (Please print)

Kate Dean, Member

(Signature)



David W. Sullivan, Member

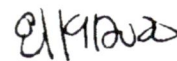
Principal

Title

09/11/2020

Date

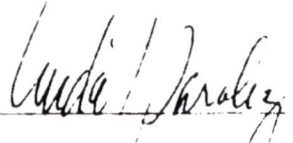
Approved as to form only:


Austin Watkins
~~Philip C. Hunsticker~~

Date

CONSULTANT AGREEMENT

Chief Civil Deputy Prosecuting Attorney

 19 Aug 2020

Linda Paralez, Acting Director Date

Department of Community Development

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EXHIBIT A

Project Understanding

Jefferson County completed a Shoreline Master Program (SMP) Update in 2013. With multiple years' experience implementing the policies and regulations, Jefferson County is now embarking on the state required periodic review. The SMP will address recent amendments to the SMA and Ecology rules, ensure consistency with the comprehensive plan and development regulations, and address changed circumstances, new information, and improved data. As a key local initiative, the SMP periodic review will address Jefferson County's Regulatory Reform Program in Resolution 17-19 meant to evaluate development regulations like the SMP in order to reduce unnecessary complexity, inconsistencies, and unpredictable permitting paths, while continuing to protect public health and the environment. A task force will be established as a sounding board to help vet and advance the periodic review. Task force members are likely to include state resource agencies, tribes, ports, environmental and recreation interests, and citizens from different county regions. The SMP will also undergo legislative review with the Planning Commission and Board of County Commissioners.

BERK Consulting, Inc. will serve as prime and support Jefferson County with the periodic review requirements and public engagement. Shannon & Wilson will provide advice on elements of the periodic review related to biology and aquatic elements. Collectively the team is called the Consultant in the scope below.

Project Approach

Consistent with the Request for Proposal and the Washington Department of Ecology Shoreline Master Programs Periodic Review Scope of Work, proposed tasks include:

1. Kick off and Coordination
2. Public Participation
3. Review SMP and Draft Revisions
4. Final Draft SMP and Adoption Process

Each task is described below.

Assumption: Start date is August 10, 2020.

Task 1. Kick off and Coordination

As part of contract scoping the Consultant will confirm project goals, public participation objectives, task force formation and schedule, progress in the SMP gap analysis, and potential topics for County-Consultant coordination.

A formal kick off of the project will include a public open house sponsored by the Planning Commission held virtually by Teams or Zoom or a similar platform. See Task 2.

On an on-going basis, the Consultant will coordinate regularly with County staff and set up regular points of contact such as a bi-weekly call. The Consultant will design regular monthly progress reports to support County staff preparation of Ecology progress reports.

Task 2. Public Participation

Public engagement in the review of the SMP is a key component of a successful process. WAC 173-26-090 requires both public engagement and the issuance of a Public Participation Plan. County staff will prepare the plan, and the Consultant will peer review it.

As part of the initial phase of the SMP Periodic review the Consultant will peer review the County's draft public survey and offer advice on the survey questions. The Consultant will help plan and facilitate a public open house sponsored by the Planning Commission, held virtually by Zoom, Teams, or a similar platform. The Consultant will develop a story map or equivalent online map and information supporting the Open House.

The Consultant will also support County staff and a Task Force charged with developing a scoping document that meets periodic review requirements and addresses lessons learned in permit reviews and address regulatory reform as outlined in Resolution 17-19. The scope and level of effort anticipate 4-6 meetings of a Regulatory Reform Task Force via a virtual platform such as Teams or Zoom or similar.

The Consultant will support the County's approach to conducting the joint County-Ecology review process as authorized under WAC 173-26-104. This process offers joint review, notice, and comment procedures that can facilitate the adoption process.

The Consultant will prepare a fact sheet or a flier to support the open house or another engagement effort at the request of the County.

Task 3. Review Shoreline Master Program and Draft Revisions

The Consultant will work with County staff to identify SMP topics that will be shared with and coordinated by County Staff in response to the County's Periodic Review Checklist evaluation, and to advance the Task Force work plan. The Consultant will peer review County prepared SMP elements. For topics assigned to the Consultant team, we can prepare issues and options papers describing any SMP implementation obstacles, example policy and text options to address the obstacles, and draft text amendments. The issues and options papers can describe case studies to illustrate different alternative approaches and feasibility. The Consultant will advise County GIS staff on potential common issues with changes in underlying data used to establish original shoreline jurisdiction, if applicable, and review County GIS prepared maps as appropriate.

Task 4. Final Draft Shoreline Master Program and Adoption Process

The Consultant will assist County staff in preparation of a Staff Report and Final Draft SMP and will assist staff in conducting a public hearing to present the Draft SMP to the Planning Commission. The Consultant will also help develop a recommendation for adoption by the Board of County Commissioners.

The Consultant will assist in the preparation of SEPA documents/staff reports associated with the updated SMP. This includes completion of a SEPA checklist and draft determination for County review. The Consultant will peer review the County's draft staff report addressing SMP amendment criteria and findings.

Cost Estimate

Based on the scope of work, the cost estimate presents an estimate of time by task.

	PERSONNEL				
	Lisa Grueter Project Manager	Kevin Gifford Planner	Julie Tesch Analyst	Amy Summe Biologist	Total Hours and Estimated Cost by Task
2020 Hourly Rate	\$225	\$160	\$120	\$190	
Task 1. Kickoff and Coordination	4		4	2	
Task 2. Public Participation	20	26	26	16	
Task 3. Review Shoreline Master Program and Draft Revisions	40	10	4	32	
Task 4. Final Draft Shoreline Master Program and Adoption Process	16	4	2	8	
Subtotal	80	40	36	58	214
					\$39,740
					\$0
Total Estimated Hours	80	40	36	58	214
Cost (Hours*Rate)	\$18,000	\$6,400	\$4,320	\$11,020	\$39,740
Subtotal Consultant Cost	\$39,740				
Project Expenses at ~1% of Project Budget	\$160				
Estimated Project Total	\$39,900				

WIA DCD 7-6-21
 AUD 6-21-21

retain 2021

gsk

Supplemental Agreement Number <u>1</u>		Organization and Address BERK Consultants, Inc. 2200 Sixth Avenue, Suite #1000 Seattle, WA 98121	
Agreement Number			
Project Number		Phone (206) 324-8760	
Project Title Professional Services Agreement for Shoreline Master Program Periodic Review		Original Contract Not to Exceed: \$40,000.00	Current Contract Balance: \$6,038.45
		Estimated Contract Supplement: \$19,998.00	
<u>Description</u> Supplement No. 1 to Professional Services Agreement for Shoreline Master Program Periodic Review is appended with "Exhibit B -- Shoreline Master Program Supplemental Services" extending work in Task 5 Supplemental Meeting and Adoption Support. Current contract expires June 30, 2021. Exhibit B describes an extension to the contract term to provide additional staff support until final adoption of the "Locally Approved SMP" by the Board of County Commissioners, anticipated to occur prior to October 2021; "Exhibit C – Budget Supplement" to add \$20,000 to the original contract amount for a Not To Exceed amount of \$60,000 to provide a greater level of effort for professional services over a longer review and editing schedule.			

The Local Agency of Jefferson County desires to supplement the agreement entered into with BERK Consultants, Inc. and executed on September 11, 2020 and identified as Agreement No. Professional Services Agreement for Shoreline Master Periodic Review

All provisions in the basic Professional Services Contract, dated September 11, 2020, remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 2. Scope of Services, is hereby changed to read as follows:

Consultant agrees to perform the services, identified on Exhibit "B" Task 5. Supplemental Meeting and Adoption Support attached hereto, including the provision of all labor.

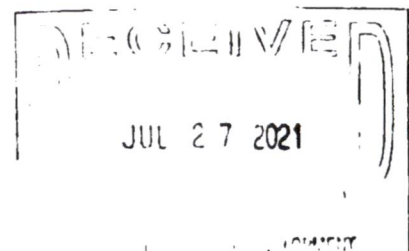
II

Section 3. Time for Performance, is hereby changed to read as follows:

Work under this contract shall commence upon the giving of written notice by the County to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. "Consultant shall perform all services and provide all work product required pursuant Exhibit B prior to final adoption of the "Locally Approved Shoreline Master Program."

III

Section 4. Payment, is hereby changed to read at **Section 4.a.** as follows:



"Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed \$60,000 without the express written modification of the agreement signed by the County."

IV

Section 15. Notices, is hereby updated to read at "Notices to Consultant shall be sent to the following address:"

"BERK Consulting, Inc., 2200 Sixth Avenue, Suite #1000 Seattle, WA 98121"

V

"**Exhibit B**", and "**Exhibit C**" are added to the Contract.

Signatures indicate agreement to the changes as stated in this Supplement #1 to the Professional Services Contract for Comprehensive Plan Periodic Review

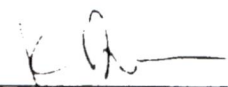
DATED this _____ day of _____, 20____.

BERK Consultants, Inc.
Consultant

Consultant's Signature

Date

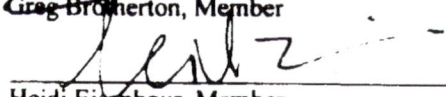
COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS



Kate Dean, Chair

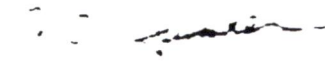


Greg Brumerton, Member

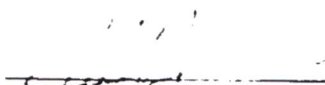


Heidi Eisenhour, Member

Approved as to form only this 29th
day of June, 2021.



Philip Hunsucker, Deputy Prosecuting Attorney



Jodi Adams, Interim Director
Department of Community Development

7/2/2021
Date

Amendment 3

Shoreline Master Program Supplemental Services

Jefferson County is completing its periodic review of the Shoreline Master Program (SMP). The SMP will address recent amendments to the Shoreline Management Act and Ecology rules, ensure consistency with the comprehensive plan and development regulations, and address changed circumstances, new information, and improved data. As a key local initiative, the SMP periodic review will address Jefferson County's Regulatory Reform Program in Resolution 17-19 meant to evaluate development regulations like the SMP in order to reduce unnecessary complexity, inconsistencies, and unpredictable permitting paths, while continuing to protect public health and the environment.

The SMP engagement process has included a SMP Task Force, stakeholder meetings, and online survey and story map. The SMP periodic review amendments have been taken before the Planning Commission for briefings and a public hearing in June 2021, jointly held with the Washington Department of Ecology. The 2020 consultant scope identified conducting a public hearing and developing a recommendation for the Board of County Commissioners. The County wishes to have added consultant support for additional public meetings and responding to public, tribal, and agency comments.

BERK Consulting, Inc. will continue to serve as prime and support Jefferson County with the periodic review requirements. Shannon & Wilson will continue to provide advice on elements of the periodic review related to biology and aquatic elements. Collectively the team is called the Consultant in the scope below.

Task 5. Supplemental Meeting and Adoption Support

After the hearing process in Task 4, the Consultant will attend up to three additional decision maker meetings with either the Planning Commission or Board of County Commissioners. All meetings are assumed to be virtual. The Consultant will assist in responding to public, tribal, and agency comments. The consultant will attend up to three team meetings with County staff and Ecology staff to develop SMP amendments in response to comments. The Consultant will revise SEPA documents as appropriate for distribution by the County. The consultant will develop revised periodic checklist materials reflecting the final changes, and a summary of amendments made in response to comments received to support the submittal of materials to the department per WAC 173-26-110.

2020 ESTIMATE

	BERK Consulting			Total Hours and Estimated Cost by Task
	Lisa Grueter Project Manager	Kevin Gifford Planner	Amy Summe Biologist	
2020 Hourly Rate	\$225	\$160	\$190	
Task 5 Supplemental Meeting and Adoption Support	48	4	44	
Subtotal	48	4	44	96
				\$19,800
				\$0
Total Estimated Hours	48	4	44	96
Cost: Hours*Rate:	\$10,800	\$640	\$8,360	\$19,800
Subtotal Consultant Cost	\$19,800			
Project Expenses at ~1% of Project Budget	\$198			
Estimated Project Total	\$19,998			

Supplemental Agreement Number <u>2</u>	Organization and Address BERK Consultants, Inc. 2200 Sixth Avenue, Suite #1000 Seattle, WA 98121		
Agreement Number			
Project Number	Phone (206) 324-8760		
Project Title Professional Services Agreement for Shoreline Master Program Periodic Review	Original Contract Not to Exceed: \$59,998	Current Contract Balance: \$4,688	Estimated Contract Supplement: \$49,980
<u>Description</u> Supplement No. 2 to Professional Services Agreement for Shoreline Master Program Periodic Review. Enable \$49,980 of consultant services to be reimbursed by the state through Department of Ecology grant agreement for SMP Update work completed before 7/1/23. See attached BERK Scope, Schedule, Budget dated 4/11/23.			

The Local Agency of Jefferson County desires to supplement the agreement entered into with BERK Consultants, Inc. and executed on September 11, 2020 and identified as Agreement No. Professional Services Agreement for Shoreline Master Periodic Review

All provisions in the basic Professional Services Contract, dated September 11, 2020, remain in effect except as expressly modified by previous supplements and this supplement.

The changes to the agreement are described as follows:

I

Section 2. Scope of Services, is hereby changed to add the following:

Pursuant to Supplemental Agreement No. 2, Consultant agrees to perform the following services identified in BERK Scope, Schedule, Budget dated 4/11/23 attached hereto, including the provision of all labor: Task 6 and Task 7 components connected to Ecology grant tasks 4 and 5 under Agreement No. SEASMP-2123-JCD-00190.

II

Section 3. Time for Performance, is hereby changed to add the following:

Work authorized through Supplemental Agreement No. 2 shall be performed by consultant between 4/1/2023 and 6/30/2023.

III

Section 4. Payment, is hereby changed to read at **Section 4.a.** as follows:

Payment for the work provided by Consultant as authorized through Supplemental Agreement No. 2 shall be made per Section 2 Scope of Services, provided that the total amount of payment to Consultant for work as authorized through Supplemental Agreement No. 2 shall not exceed \$49,980 without the express written modification of the agreement signed by the County.

V

BERK Scope, Schedule, Budget dated 4/11/23 is hereby added to the Contract as an Exhibit.

Signatures indicate agreement to the changes as stated in this Supplement #2 to the Professional Services Agreement for Shoreline Master Program Periodic Review.

DATED this 24th day of April, 2023.

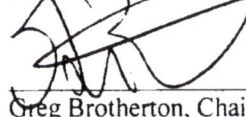
BERK Consultants, Inc.
Consultant



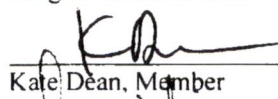
Consultant's Signature

4/27/23
Date

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS



Greg Brotherton, Chair

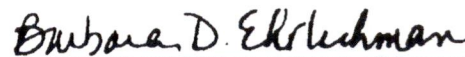


Kate Dean, Member

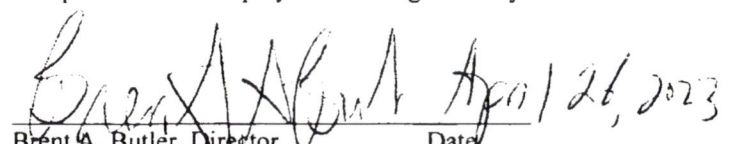


Heidi Eisenhour, Member

Approved as to form only this 17th
day of April, 2023.



Philip Hunsucker, Deputy Prosecuting Attorney

 April 26, 2023

Brent A. Butler, Director
Department of Community Development

Supplemental Agreement Number <u>3</u>	Organization and Address BERK Consultants, Inc. 2200 Sixth Avenue, Suite #1000 Seattle, WA 98121		
Agreement Number			
Project Number	Phone (206) 324-8760		
Project Title Professional Services Agreement for Shoreline Master Program Periodic Review	Original Contract Not to Exceed: \$109,978	Current Contract Balance: \$4,688	Estimated Contract Supplement: \$16,745
<u>Description</u> Supplement No. 3 to Professional Services Agreement for Shoreline Master Program Periodic Review. Enable \$16,745 of consultant services to be reimbursed by the state through Department of Ecology grant agreement for Shoreline User Guide (SUG) work performed before 7/1/23. See attached BERK Scope, Schedule, Budget dated 4/11/23. Note: Original Contract Not to Exceed amount above includes Supplements No. 1 and 2.			

The Local Agency of Jefferson County desires to supplement the agreement entered into with BERK Consultants, Inc. and executed on September 11, 2020 and identified as Agreement No. Professional Services Agreement for Shoreline Master Periodic Review

All provisions in the basic Professional Services Contract, dated September 11, 2020, remain in effect except as expressly modified by previous supplements and this supplement.

The changes to the agreement are described as follows:

I

Section 2. Scope of Services, is hereby changed to add the following:

Pursuant to Supplemental Agreement No. 3, Consultant agrees to perform the following services identified in BERK Scope, Schedule, Budget dated 4/11/23 attached hereto, including the provision of all labor: Task 8, as connected to Ecology grant task 3 under the Amendment No. 1 to Agreement No. SEASMP-2123-JCD-00010.

II

Section 3. Time for Performance, is hereby changed to add the following:

Work authorized through Supplemental Agreement No. 3 shall be performed by consultant between 4/1/2023 and 6/30/2023.

III

Section 4. Payment, is hereby changed to read at **Section 4.a.** as follows:

Payment for the work provided by Consultant as authorized through Supplemental Agreement No. 3 shall be made per Section 2 Scope of Services, provided that the total amount of payment to Consultant for work as authorized through Supplemental Agreement No. 3 shall not exceed \$16,745 without the express written modification of the agreement signed by the County.

V

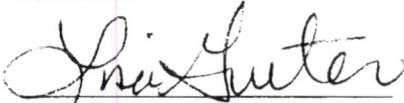
BERK Scope, Schedule, Budget dated 4/11/23 is hereby added to the Contract as an Exhibit.

Signatures indicate agreement to the changes as stated in this Supplement #3 to the Professional Services Agreement for Shoreline Master Program Periodic Review.

DATED this 24th day of April, 2023.

BERK Consultants, Inc.

Consultant



Consultant's Signature

Date

4/27/23

COUNTY OF JEFFERSON

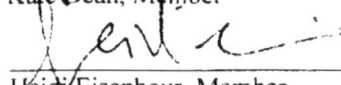
BOARD OF COMMISSIONERS



Greg Brotherton, Chair

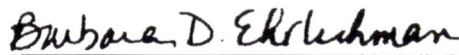


Kate Dean, Member

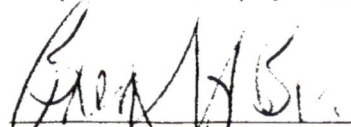


Heidi Eisenhour, Member

Approved as to form only this 17th
day of April, 2023.



Philip Hunsucker, Deputy Prosecuting Attorney



Brent A. Butler, Director

Department of Community Development

April 26, 2023
Date

Supplemental Agreement Number <u>4</u>	Organization and Address BERK Consultants, Inc. 2200 Sixth Avenue, Suite #1000 Seattle, WA 98121		
Agreement Number			
Project Number	Phone (206) 324-8760		
Project Title Professional Services Agreement for Shoreline Master Program Periodic Review	Original Contract Not to Exceed: \$126,723	Current Contract Balance: \$4,688	Estimated Contract Supplement: \$17,608
<u>Description</u> Supplement No. 4 to Professional Services Agreement for Shoreline Master Program Periodic Review. Add \$17,608 of consultant services for Shoreline Master Program (SMP) Update completion, Shoreline User Guide (SUG) completion, and staff training performed after 6/30/23. See attached BERK Scope, Schedule, Budget dated 4/11/23. Note: Original Contract Not to Exceed amount above includes Supplements No. 1, 2, and 3.			

The Local Agency of Jefferson County desires to supplement the agreement entered into with BERK Consultants, Inc. and executed on September 11, 2020 and identified as Agreement No. Professional Services Agreement for Shoreline Master Periodic Review

All provisions in the basic Professional Services Contract, dated September 11, 2020, remain in effect except as expressly modified by previous supplements and this supplement.

The changes to the agreement are described as follows:

I

Section 2. Scope of Services, is hereby changed to add the following:

Pursuant to Supplemental Agreement No. 4, Consultant agrees to perform the following services identified in BERK Scope, Schedule, Budget dated 4/11/23 attached hereto, including the provision of all labor: components of Task 7 remaining for completion as of 7/1/23, components of Task 8 remaining for completion as of 7/1/23, and Task 9.

II

Section 3. Time for Performance, is hereby changed to add the following:

Work authorized through Supplemental Agreement No. 4 shall be performed by consultant between 7/1/2023 and 12/31/2023.

III

Section 4. Payment, is hereby changed to read at **Section 4.a.** as follows:

Payment for the work provided by Consultant as authorized through Supplemental Agreement No. 4 shall be made per Section 2 Scope of Services, provided that the total amount of payment to Consultant for work as authorized through Supplemental Agreement No. 4 shall not exceed \$22,295 without the express written modification of the agreement signed by the County.

V

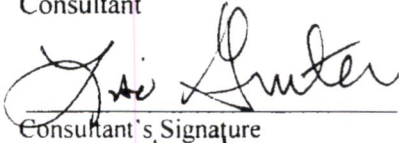
BERK Scope, Schedule, Budget dated 4/11/23 is hereby added to the Contract as an Exhibit.

Signatures indicate agreement to the changes as stated in this Supplement #3 to the Professional Services Agreement for Shoreline Master Program Periodic Review.

DATED this 24th day of April, 2023.

BERK Consultants, Inc.

Consultant



Consultant's Signature

Date

4/24/23

COUNTY OF JEFFERSON

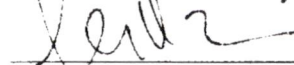
BOARD OF COMMISSIONERS



Greg Brotherton, Chair

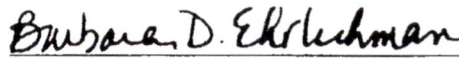


Kate Dean, Member

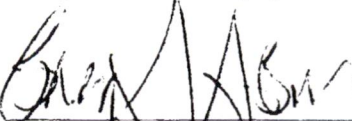


Heidi Eisenhour, Member

Approved as to form only this 17th
day of April, 2023.



Philip Hunsucker, Deputy Prosecuting Attorney



Brent A. Butler, Director

Department of Community Development

April 24, 2023
Date

Jefferson County Shoreline Master Program (SMP) Periodic Update Completion

2023 Completion Scope | April 11, 2023

Introduction

Jefferson County has received Washington Department of Ecology (Ecology) Initial Determinations regarding the draft amendments to the Jefferson County Shoreline Master Program (SMP) Periodic Update as of September 30, 2022. The County has also received an Ecology grant to develop a Shoreline Users Guide (SUG) to illustrate key provisions for the updated SMP and additional grant funding from Ecology to be used toward completion of the SMP Update; the grant deliverables are due in June 2023. This scope adds tasks to support the County through completion of the SMP Update and development of a draft SUG to reflect the SMP Update. The County also adopted the Critical Areas Ordinance (CAO) in 2020 and desires some support in interpretation and implementation, particularly in association with the SMP update. The Consultant (BERK Consulting prime; Shannon & Wilson subconsultant, focus on aquatic and biology elements) will complete the tasks identified in the Scope of Services. The effort is anticipated to be completed in 2023. The scope and tasks build on the original scope and amendment in 2021 identifying Tasks 1 to 5.

Scope of Services

Task 6. Ecology Initial Determinations Review

6.1 Review and Recommendations

The Consultant will review Ecology's Initial Determination for required and recommended changes and provide advice and recommendations to Jefferson County. The Consultant will prepare a list of questions or responses to the required and recommended changes and attend up to two virtual meetings with Ecology and County staff to discuss them. Following the meetings, the Consultant will integrate the final set of changes into a draft SMP amendment package for review as part of Task 6.2 and Task 7.

6.2 Cumulative Impacts Analysis Supplement

Ecology has recommended a cumulative impacts analysis of beach access structures and new allowances for minor waterward and lateral expansions of single-family homes. The Consultant will supplement the County's Cumulative Impacts Analysis prepared for its SMP update that preceded the Periodic Review comparing current and proposed standards, mapped shoreline conditions from State and County sources (focusing on areas where variances have been requested in the past/example reaches rather than countywide), and demonstration of mitigative effects of the proposed standards (e.g., enhancement)

meant to achieve no-net-loss of shoreline ecological functions. The Consultant will prepare a draft evaluation and a revised evaluation following County staff, Ecology, and Advisory Committee review.

6.3 SMP Checklist Revisions

In support of Tasks 6.1 and 6.2, the Consultant will prepare the Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review.

Work on Task 6 is expected to begin in April 2023 and conclude by June 30, 2023. See Schedule.

Task 7. SMP Final Legislative Process

7.1 Advisory and Legislative Review

The Consultant will support the County in completing the legislative review process by attending meetings as follows. The Consultant will prepare materials for the meeting (presentations and packet of amendments), and respond to comments. A final Ecology periodic update matrix and responses to comments will be prepared.

This scope assumes six meetings total, with 3 virtual and 3 in person meetings. Bodies may include the Advisory Committee, Planning Commission, or Board of County Commissioners.

7.2 SEPA Documentation

The Consultant will update the SEPA Checklist to address the revised SMP proposals and to reference the Cumulative Impacts Analysis supplement in Task 6.2. The Consultant will prepare a draft of a revised Determination of Non-Significance and advise on the circulation of it. The County will be responsible for issuing it.

Work on Task 7 is expected to begin in May 2023. Components connected to Ecology grant tasks 4 and 5 under Agreement No. SEASMP-2123-JCDCD-00190 will be completed by June 30, 2023. Additional Task 7 components are anticipated to be completed between July and October 2023. See Schedule.

Task 8. Shoreline Users Guide Manual

The County received a grant to create a SMP Users Guide to clarify and interpret SMP requirements for common shoreline uses and to support improved shoreline applications.

The Consultant will conduct SUG grant tasks to gain stakeholder input and to prepare a SUG. The scope assumes a draft SUG by June 2023 and a revised SUG after SMP adoption in fall 2023.

8.1 Stakeholder Outreach: The County will provide a database of shoreline permittees' names and contact information including emails, phone numbers, and addresses. Using an online questionnaire and 1 group meeting conducted virtually, the Consultant will seek input from shoreline permittees on the strengths and weaknesses of the County's shoreline permit process and opportunities for clarity. County staff will conduct 4 other virtual meetings or interviews and provide notes to the Consultant.

8.2 Shoreline Users Guide, Draft: The Consultant will review example SUGs and prepare an annotated outline of the SUG based on the Draft SMP periodic update. A list of graphics to be developed will be prepared (the budget anticipates 2 flow charts, 3 tables, and 8 diagrams, e.g. of single family home developments, docks, etc.). Following staff review of the annotated outline, the Consultant will prepare

draft text and a pamphlet template (e.g. in InDesign and/or Word). After one round of review, the Consultant will prepare a revised draft SUG.

8.3 Shoreline Users Guide, Final: The Consultant will prepare a final revised SUG for County staff consistent with the final approved SMP to the level of resources budgeted.

Work on Task 8 is expected to begin in May 2023. Components connected to Ecology grant task 3 under the Amendment No. 1 to Agreement No. SEASMP-2123-JCDCD-00010 will be completed by June 30, 2023. Additional Task 8 components are anticipated to be completed between July and November 2023. See Schedule.

Task 9. Critical Areas Ordinance Implementation Support

In light of the 2020 adoption of the CAO and the pending 2023 SMP Update, the Consultant will collect staff questions and develop responses and conduct up to two virtual sessions regarding CAO implementation and potential interpretations/amendments. Updates to the draft agricultural activities' checklist and one round of revisions to the ordinance is anticipated in consultation with the County and Conservation District.

Work on Task 9 is expected to begin in July 2023 and conclude in the autumn of 2023.

Schedule

The schedule will be confirmed through a project re-launch with the client.

Tasks	Approximate Schedule
Task 6. Ecology Initial Determinations Review	
6.1 Review and Recommendations	April-June 2023 Ecology Coordination: April-May 2023
6.2 Cumulative Impacts Analysis Supplement	May-June 2023
6.3 SMP Checklist Revisions	June 2023
Task 7. SMP Final Legislative Process	
7.1 Advisory and Legislative Review (6 meetings; half virtual)	Advisory Committee: May-August 2023 Planning Commission: June-October 2023 BOCC: November-December 2023
7.2 SEPA Documentation	Revised June 2023 Final September-October 2023
Task 8. Shoreline Users Guide Manual	Stakeholder Engagement: May-June 2023 SUG Draft: May-June 2023 SUG Revised: Fall 2023 following SMP Periodic Update
Task 9. Critical Areas Ordinance Implementation Support	Evaluation: July-September. Staff training: October-November.

Cost Estimate

The following attachments outline the budget associated with this Completion Scope:

1. Total Budget April 1-December 31, 2023
2. SMP Update budget: April 1-June 30, 2023 – This work is funded through Ecology grant agreement number SEASMP-2123-JCDCD-00190.
3. SUG budget April 1-June 20, 2023 – This work is funded through Ecology grant agreement number SEASMP-2123-JCDCD-00010.
4. Remaining work July 1-December 31, 2023

Attachment 1. Total Budget April 1-December 31, 2023

Tasks	BERK Consulting			Shannon & Wilson		Total Hours and Estimated Cost by Task
	Lisa Grueter Principal	Kevin Gifford Senior Associate II	Ann Mueller Senior Associate I	Project Support Associate	Amy Summe	
	2023 Rates	\$260	\$190	\$180	\$150	\$225
Task 6. Ecology Initial Determinations Review						
6.1 Review and Recommendations	16	4		4	12	\$8,220
6.2 Cumulative Impacts Analysis Supplement	16	24		4	40	\$18,320
6.3 Periodic Checklist	16			3	16	\$8,210
Task 7. SMP Final Legislative Process						
7.1 Advisory and Legislative Review (6 meetings; 3 virtual)	42			16	42	\$22,770
7.2 SEPA Documentation	12	2			8	\$5,300
Task 8. Shoreline Users Guide (1 meeting, 1 survey, Draft & Final)	20	4	32	16	16	\$17,720
Task 9. Critical Areas Ordinance Implementation						
Support	20			4	8	\$7,600
Subtotal	142	34	32	47	142	\$88,140
Total Estimated Hours	142	34	32	47	142	397
Cost (Hours*Rate)	\$36,920	\$6,460	\$5,760	\$7,080	\$31,950	\$88,140
Subtotal Consultant Cost	\$88,140					
Project Expenses at ~1% of Project Budget	\$880					
Estimated Project Total	\$89,020					
Credit - Task 5 Balance (January 2023)	\$4,688					
Adjusted Estimate	\$84,333					

Expenses include: Mileage for meetings, postage, delivery, copies, and similar project-based expenses billed at cost.

Attachment 2. SMP Update budget: April 1-June 30, 2023 – This work is funded through Ecology grant agreement number SEASMP-2123-JCDCD-00190

	BERK Consulting			Shannon & Wilson		Total Hours and Estimated Cost by Task
	Lisa Grueter Principal	Kevin Gifford Senior Associate II	Ann Mueller Senior Associate I	Project Support Associate	Amy Summe	
2023 Rates	\$260	\$190	\$180	\$150	\$225	
Tasks						
Task 6. Ecology Initial Determinations Review						
6.1 Review and Recommendations	16	4		4	12	\$8,220
6.2 Cumulative Impacts Analysis Supplement	16	24		4	40	\$18,320
6.3 Periodic Checklist	16			3	16	\$8,210
Task 7. SMP Final Legislative Process						
7.1 Advisory and Legislative Review (2 meetings)	20			8	20	\$10,900
7.2 SEPA Documentation (Draft)	10	2			6	\$4,330
Subtotal	78	30	0	19	94	221
						\$49,980
Total Estimated Hours	78	30	0	19	94	221
Cost (Hours*Rate)	\$20,280	\$5,700	\$0	\$2,850	\$21,150	\$49,980
Subtotal Consultant Cost	\$49,980					
Project Expenses at ~1% of Project Budget	\$0	Travel, Copies, Data				
Estimated Project Total	\$49,980					

Attachment 3. SUG budget April 1-June 20, 2023 – This work is funded through Ecology grant agreement number SEASMP-2123-JCDCD-00010

	BERK Consulting			Shannon & Wilson		Total Hours and Estimated Cost by Task
	Lisa Grueter Principal	Kevin Gifford Senior Associate (I)	Ann Mueller Senior Associate	Project Support Associate	Amy Summe	
2023 Rates	\$260	\$190	\$180	\$150	\$225	
Tasks						
Task 8.1 and 8.2. Shoreline Users Guide (1 meeting, 1 survey, Draft/Revised)	19.25	2.5	30.5	16	15	\$16,745
Subtotal	19.25	2.5	30.5	16	15	\$16,745
Total Estimated Hours	19.25	2.5	30.5	16	15	\$16,745
Cost (Hours*Rate)	\$5,005	\$475	\$5,490	\$2,400	\$3,375	\$16,745
Subtotal Consultant Cost	\$16,745					
Project Expenses at ~0% of Project Budget	\$0					
Estimated Project Total	\$16,745					

Attachment 4. Remaining work July 1-December 31, 2023

	BERK Consulting			Shannon & Wilson		Total Hours and Estimated Cost by Task
	Lisa Grueter Principal	Kevin Gifford Senior Associate II	Ann Mueller Senior Associate I	Project Support Associate	Amy Summe	
2023 Rates	\$260	\$190	\$180	\$150	\$225	
Tasks						
Task 7. SMP Final Legislative Process						
7.1 Advisory and Legislative Review (4 meetings; 3 virtual)	22			8	22	\$11,870
7.2 SEPA Documentation (Final)	2				2	\$970
Task 8. Shoreline Users Guide (Final)	0.75	1.5	1.5		1	\$975
Task 9. Critical Areas Ordinance Implementation Support	20			4	8	\$7,600
Subtotal	44.75	1.5	1.5	12	33	\$21,415
Total Estimated Hours	44.75	1.5	1.5	12	33	\$21,415
Cost (Hours*Rate)	\$11,635	\$285	\$270	\$1,800	\$7,425	\$21,415
Subtotal Consultant Cost	\$21,415					
Project Expenses at ~1 % of Project Budget	\$880	Travel, Copies, Data				
Estimated Project Total	\$22,295					
Credit - Task 5 Balance (January 2023)	\$4,688					
Adjusted Estimate	\$17,608					