

**AMENDMENT # 1
ORIGINAL AGREEMENT # C20100338**

The Watershed Company and Skagit County agree to amend Agreement No. C20100338, as set forth below under "Terms of Amendment."

TERMS OF AMENDMENT:

Exhibit A, Scope of Work, of the original agreement is hereby amended to add the additional tasks described in Exhibit A-1 to this amendment.

This amendment aligns the Scope of Work with the phases, tasks, deliverables, schedules and costs of the grant contract and scope of work of SMA Grant Agreement G1100205 between Skagit County and the Washington State Department of Ecology for the Comprehensive Shoreline Master Program Update.

All other terms and conditions of the original contract shall remain in effect.

Date: 12/21/10

CONTRACTOR
The Watershed Company


A. William Way, President

Mailing Address:
The Watershed Company
750 Sixth Street South
Kirkland, Washington 98033

(425) 822-5242
Fed. Tax ID # 91-1364393

IN WITNESS WHEREOF, the parties have executed this Agreement this 28 day of December, 2010.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon
Sharon D. Dillon, Chair

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

For contracts under \$5000:

County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: Mary B. [Signature]
Department Head

By: Lisha [Signature]
Budget & Finance Director

Approved as to Indemnification:

By: Briele Kadmus 12/21/2010
Risk Manager

Approved as to Form:

By: Ryan Walker
Deputy Prosecuting Attorney

Attest:

Linda Hammans
Clerk of the Board

Exhibit A-1 SCOPE OF WORK

This Scope of Work covers assistance by The Watershed Company (Consultant) to the County with the following remaining tasks per the existing Professional Service Agreement:

1. Project Management and Coordination
2. Phase 1 – Revise draft Phase 1 products and submit to Ecology
3. Phase 2 – Shoreline Inventory, Analysis and Characterization
4. Phase 3 – Shoreline Environment Designation, Policy and Regulation Development and Cumulative Impact Analysis
5. Phase 4 – Restoration Planning
6. Phase 5 – Local Approval Process

- 1. Project management and coordination:** As necessary throughout the length of the project, the Consultant shall coordinate with County staff, adjoining jurisdictions, state agencies, tribes, etc., and participate in Advisory Committee meetings as needed. This task includes basic project management time and internal coordination, attendance at Ecology coordination meetings as needed, and preparation of the Consultant's quarterly progress reports.

Assumptions:

The Consultant will assist the County in coordinating with state and federal agencies, and Indian tribes. The County will take the lead in assembling an Advisory Committee to assist in SMP development. The County will also lead coordinating Advisory Committee meetings, including participant notification, securing meeting locations, distribution of materials prepared by the Consultant, coordinating agendas, and providing refreshments, as needed. The Consultant will lead Advisory Committee meetings and provide material content. Up to twelve (12) Advisory Committee meetings are anticipated.

The County will attend Ecology-sponsored coordination meetings throughout the contract period. The Consultant will attend meetings only as needed and provide updates to the County.

Deliverables:

1. Assist County with preparation of Advisory Committee agendas and distribution material content.

2. As needed, quarterly updates regarding Ecology coordination meetings provided electronically.
3. Monthly invoices and quarterly project status summaries provided in hardcopy format.

Schedule:

Ongoing throughout project.

Cost:

\$111,660

2. Phase 1: Revise draft products and submit to Ecology.

Task 1.3 Demonstrate how Phase 1 complies with the Guidelines: **Fill in SMP Submittal checklist for the tasks that have been completed under Phase 1.**

Deliverables:

1. SMP Submittal Checklist (electronic).

Schedule:

January 31, 2011.

Cost:

\$260

3. Phase 2: Shoreline Inventory, Analysis & Characterization.

Task 2.1 Conduct shoreline inventory: **The Consultant will work with County staff, State agencies, and other stakeholders and interested parties to compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information. The Consultant shall prepare a draft list of potential inventory data sources for review by the County to help guide the gathering of information. The Consultant will prepare a Request for Information Letter and draft distribution list for the County to send to prospective interested parties. The Consultant shall collect the information as**

listed in the County's grant agreement to the extent that such information is relevant and reasonably obtainable. The Consultant shall produce a shoreline inventory Map Folio per Ecology requirements, in accordance with Special Terms and Conditions, Item 6, of the SMA Grant Agreement No. G1100205, between Skagit County and Washington State Department of Ecology.

Assumptions:

Compilation of inventory resources will predominantly involve the electronic and postal transfer of information. Maps will primarily incorporate existing digital data only. Limited field reconnaissance will be conducted to verify questionable locations.

Due to the expected volume of maps, the Consultant will produce the Map Folio in electronic format (PDF) and it will be made available on CD/DVD for review. The County will be responsible for posting the draft Map Folio on the County's Shoreline Master Program Update website.

Deliverables:

1. Draft list of inventory data sources for review and comment (electronic).
2. Draft Information Request letter and distribution list (electronic).
2. Digital working maps of inventory information displayed at appropriate scales (electronic).

Schedule:

February 28, 2011.

Cost:

\$29,990

Task 2.2 Conduct shoreline analysis: The Consultant, in cooperation with the County, shall conduct a shoreline analysis resulting in a shoreline characterization report. The report will define the ecological functions of the shorelines in jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions.

The Consultant shall conduct an analysis of the inventory information and data collected in Task 2.1 as it relates to development of an effective SMP. This includes developing a characterization of the ecosystem processes and shoreline functions, identifying opportunities for shoreline protection and restoration, identifying current and potential public access sites, and conducting a shoreline use analysis. The Consultant will also 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.).

Assumptions:

Level of analysis will be dependent upon inventory information and data collected in Task 2.1.

Deliverables:

1. Status reports provided in monthly progress updates (electronic).

Schedule:

May 31, 2011.

Cost:

\$47,570

Task 2.3 Prepare shoreline inventory and characterization report:

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

- 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 (produced in Task 2.1) at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county/town location in the state and delineating county/town and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps will also indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

Assumptions:

See Task 2.1 and 2.2. County staff will provide information as needed to support the Consultant's effort. The County will review all map and report products prior to submittal of the initial draft to Ecology. Following Ecology comments on the draft report, a final report will be produced.

Deliverables:

1. Shoreline characterization and analysis report with revised map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3, above. Two hardcopy of the draft report will be provided to the County. All maps will be in electronic format. Submittal to Ecology will be in electronic format.

Draft due May 31, 2011. Final due September 30, 2011.

Cost:

\$34,372

Task 2.4 Demonstrate how Phase 2 complies with the Guidelines: **Fill in SMP Submittal checklist for the tasks that have been completed under Phase 2.**

Deliverables:

1. SMP Submittal Checklist (electronic).

Schedule:

May 31, 2011.

Cost:

\$520

4. Phase 3: Complete Draft SMP and Cumulative Impacts Analysis.

Task 3.1 Conduct community visioning process: **The Consultant shall work with the County on a community visioning process that includes as many citizens as possible to determine goals for future use of the shoreline. It is expected that the visioning process shall be conducted to reach both County and Town residents. This process shall follow the final Public Participation Plan, as submitted and approved by Ecology. It shall be conducted with respect to the findings of the shoreline inventory and characterization report and gather the vision of the community related to identifying shoreline problems and opportunities. The visioning process will result in a strategy for shoreline uses, public access, resource protection, and restoration that is consistent with SMA policy and SMP Guidelines objectives.**

Assumptions:

Community visioning process to be directed by the final Public Participation Plan. County and Consultant roles shall also follow the Public Participation Plan. Visioning outreach and workshops are anticipated to include 2 sets of 3 community Open House meetings.

Deliverables:

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

Schedule:

September 30, 2011.

Cost:

\$83,122

Task 3.2 Develop general SMP goals, policies and regulations: The Consultant, with County assistance, shall lead the preparation of general shoreline goals and policies that are applicable throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

Deliverables:

1. Draft general goals and policies and optional general regulations (electronic).

Schedule:

July 31, 2012.

Cost:

\$16,520

Task 3.3 Develop environment designations: The Consultant, with County assistance, shall lead the development of 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 shall 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 the County determines they are to be included within shoreline jurisdiction. The Consultant will prepare a narrative rationale describing reasons for maintaining or changing the designations.

Assumptions:

The County will provide input and review of all draft maps and supporting narrative.

Deliverables:

1. Draft environment designations, draft environment maps, and supporting narrative rationale (electronic).

Schedule:

July 31, 2012.

Cost:

\$17,792

Task 3.4 Develop environment-specific shoreline use & modification policies, regulations and standards: **The Consultant, with County assistance, shall lead the preparation of 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.**
- **Shoreline use and dimensional standards listed in matrices, by environment designation. (Strongly encouraged.)**

Deliverables:

1. Draft environment-specific shoreline use and modification policies, regulations, and standards (electronic).

Schedule:

July 31, 2012.

Cost:

\$21,760

Task 3.5 Develop SMP administrative provisions: **The County shall take the lead in preparation of draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of Ecology in permit decisions should be included. The Consultant will provide assistance as needed.**

The Consultant, with County assistance, shall prepare a definitions section which is particular to SMP administration, consistent with the SMP's implementing rules.

Assumptions:

If desired, the County may provide optional SMP components for additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines.

Deliverables:

1. Consultant will assist the County in drafting administrative provisions, including definitions (electronic).

Schedule:

July 31, 2012.

Cost:

\$7,008

Task 3.6 Prepare preliminary cumulative impacts analysis: The Consultant shall take the lead in evaluating and analyzing draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

Assumptions:

The County shall provide information, as available, to support the cumulative impacts analysis. This may include an evaluation of related permit history,

known expected developments, future planned restoration or enhancement projects, or similar information helpful to assess cumulative future impacts.

Deliverables:

1. A draft cumulative impacts analysis report (electronic). Two hardcopies will be provided to the County, as needed.

Schedule:

July 31, 2012.

Cost:

\$19,248

Task 3.7 Demonstrate how Phase 3 complies with the Guidelines: Fill in SMP Submittal checklist for the tasks that have been completed under Phase 3.

Assumptions:

The County shall assist in completing the SMP Checklist for areas under Administrative Provisions and provide overall review prior to submittal to Ecology.

Deliverables:

1. SMP Submittal Checklist (electronic).

Schedule:

July 31, 2012.

Cost:

\$3,440

5. Phase 4: Restoration Planning, Revisiting Phase 3 Products As Necessary.

Task 4.1 Prepare restoration plan: Based on the Inventory and Characterization report, the Consultant shall lead the development of a plan for restoration of impaired ecological functions in specific shoreline reaches. The Restoration plan 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 County, with Consultant assistance, will coordinate with organizations conducting or planning restoration work in order to develop restoration strategies. The restoration plan will identify overlaps in how and where restoration work is being conducted. An implementation strategy will include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP. The Restoration Plan is expected to be incorporated into the final Shoreline Master Program.

Assumptions:

The County will assist the Consultant in coordinating with local organizations, tribes, or other interested parties, as needed. County staff will provide review of the Restoration Plan prior to submittal of a draft document to Ecology. A final Restoration Plan will be prepared following receipt of Ecology comments, to be incorporated into the SMP.

Deliverables:

1. A complete restoration plan and implementing strategy (electronic). Two hardcopies will be provided to the County, as needed. Ecology submittal of draft document will be in electronic format.

Schedule:

Draft due July 31, 2012. Final due November 30, 2012.

Cost:

\$18,220

Task 4.2 Revisit draft SMP and cumulative impacts analysis; finalize SMP jurisdiction maps: Based on findings in the cumulative impacts analysis, the Consultant will lead the re-evaluation and revision of the draft SMP environment designations, policies, and regulations in response to Ecology comments on the preliminary draft materials developed in Phase 3, as necessary to assure that they are adequate to achieve no net loss of ecological functions. The Consultant will then revise the cumulative impacts analysis as needed to reflect changes in the draft SMP. This version will be the Planning Commission recommended draft.

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

Assumptions:

The County will provide oversight and review of all product revisions.

Deliverables:

1. Revised designations, policies, and regulations that address the findings of the cumulative impacts analysis (electronic).
2. Revised cumulative impacts analysis (electronic).
3. Final SMP jurisdiction maps and boundary descriptions (electronic).

Schedule:

November 30, 2012.

Cost:

\$16,200

Task 4.3 Prepare a report that demonstrates how no net loss will be achieved:

The Consultant shall prepare a narrative summary combined with a matrix table which references the draft SMP, cumulative impacts analysis, and restoration plan, calling out specific protection and restoration measures that would achieve no net loss of functions from new development, protection and enhancement of public access, and similar treatment for water dependent uses.

Assumptions:

The County will provide product review prior to Ecology submittal.

Deliverables:

1. No Net Loss Report. Draft will be provided to County in electronic format. Two hardcopies will be provided as needed. Final submittal will be in both electronic and hardcopy format.

Schedule:

November 30, 2012.

Cost:

\$6,520

Task 4.4 Demonstrate how Phase 4 complies with the Guidelines: Fill in SMP Submittal Checklist for the tasks that you have completed under Phase 4.

Deliverables:

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

Schedule:

November 30, 2012.

Cost:

\$1,560

6. Phase 5: Local SMP Adoption Process.

Task 5.1 Assemble complete draft SMP: The Consultant, with assistance from the County, will assemble a complete draft SMP for County Commissioner review and approval and formal submittal to Ecology. This draft would include response to Ecology informal comments on the preliminary draft submitted under Tasks 4.2 deliverables.

Assumptions:

The County would provide assistance with any necessary required formatting of the documents prior to County Commissioner review. The County would be responsible for all hardcopy products and distribution.

Deliverables:

1. Consultant will provide a complete draft SMP in electronic format, including any maps of environment designations.

Cost:

\$9,832

Task 5.2 Complete SEPA review and documentation: The County will lead completion of a SEPA Checklist and determination. No Consultant participation expected.

Task 5.3 Provide GMA 60-day notice of intent to adopt: The County will complete the GMA notice process for the SMP update and submit the SMP to the Department of Commerce. No Consultant participation expected.

Task 5.4 Hold public hearing: The County shall hold public hearings for the County and the Towns prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. As needed, the Consultant will attend hearings, provide supporting material content, and respond to comment. The County shall compile the names and mailing addresses of all interested parties providing comment and, with Consultant assistance, create a public hearing record.

Deliverables:

1. The Consultant will assist the County by providing supporting notes and responses during the County's preparation of a public hearing record.

Cost:

\$11,380

Task 5.5 Prepare a responsiveness summary: Prior to adoption of the draft SMP by the local elected body, the Consultant, with County assistance, 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.

Deliverables:

1. Response to comments received (electronic).

Cost:

\$10,448

Task 5.6 Adopt SMP and submit to Ecology: The County will complete the adoption process for the SMP update and submit the locally-adopted Draft SMP to Ecology. No Consultant participation expected.

Task 5.7 Demonstrate how Phase 5 complies with the Guidelines: The County and the Consultant will complete the SMP Submittal Checklist for the tasks that have been completed under Phase 5.

Deliverables:

1. A complete SMP Submittal Checklist (electronic).

Schedule:

June 30, 2013

Cost:

\$520

7. Expenses.

Mileage:

Cost:

\$6,850

Meals:

Cost:

\$0

Supplies:

Cost:

\$400

Printing/Plotting:

Cost:

\$5,690

TASK/PHASE	TOTAL	DUE DATE
Project Management	\$111,660.00	ongoing
Phase 1	\$ 260.00	January 31, 2011
Phase 2	\$112,452.00	September 30, 2011
Phase 3	\$168,890.00	July 31, 2012
Phase 4	\$ 42,500.00	November 30, 2012
Phase 5	\$ 32,180.00	June 30, 2013
Expenses	\$ 12,940.00	
TOTAL	\$480,882.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703

**MICHAEL J. HALL & COMPANY
HALL & COMPANY
19660 10TH AVENUE N.E.
POULSBO WA 98370**

CONTACT NAME: **Michael J. Hall**

PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____

E-MAIL ADDRESS: _____
PRODUCER CUSTOMER ID: **468**

INSURED

**The Watershed Company
750 6th St S
Kirkland, WA 98033-6715**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Underwriters at Lloyds, London	
INSURER B :	Hartford Casualty Insurance Co.	29424
INSURER C :	Sentinel Insurance Company	11000
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 127658

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			52SBALG6505	09/30/10	09/30/11	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> OCP, XCU, BFPD						
	<input checked="" type="checkbox"/> Separation of Insureds						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
C	AUTOMOBILE LIABILITY			52UECJR5898	09/30/10	09/30/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52SBALG6505	09/30/10	09/30/11	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH ER \$ WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				
A	Professional Liability Claims Made Form			1123871942/010	09/30/10	09/30/11	\$1,000,000 Per Claim \$1,000,000 Aggregate Retro Date: Sep 30, 1993

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name : Skagit County Shoreline Management Master Program Update
Skagit County, its elected officials, officers and employees are Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

<p>Skagit County Planning and Development Services 1800 Continental Place Mount Vernon, WA 98273-5625</p> <p>Attention: Betsy Stevenson, AICP</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Ashley L. Hurd</i> Ashley L. Hurd</p>
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BUSINESS LIABILITY COVERAGE FORM

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

*** 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

*** (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

*** b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.