

PERSONAL SERVICES AGREEMENT

SKAGIT COUNTY
Contract # C20100338
Page 1 of 23

NO: _____

The Watershed Company, hereinafter called Contractor, and Skagit County, hereinafter called County, agrees as set forth in this Agreement, including:

(General Conditions); Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance).

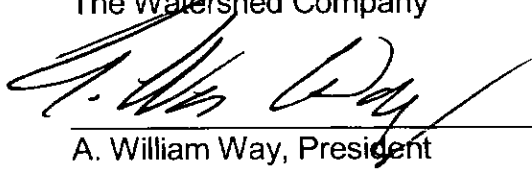
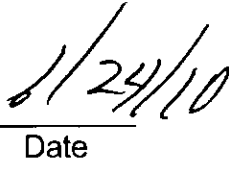
copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2010, and continue until June 30, 2013. Any party may terminate this Contract by giving 30 days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

The County has established the following GL expenditure code(s) for this Agreement: 128 51705024110, which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 4 (Independent Contractor), 6 (Taxes), 12 (Defense and Indemnity Agreement), 18 (Patent/Copyright Infringement) and 21 (Confidentiality), are totally and fully part of this contract and have been mutually negotiated by the parties.

CONTRACTOR
The Watershed Company

A. William Way, President

Date

Mailing Address:
750 Sixth Street South
Kirkland, Washington 98033
(425) 822-5242

Fed. Tax ID # 91-1364393

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the Skagit County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

4. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Skagit County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

5. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

7. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits.

8. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

9. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

12. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further

provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

13. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

14. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

15. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. NO penalty or expense shall accrue to the County in the event this provision applies.

17. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

18. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded

against the County in any action. Such defense and payments are conditioned upon the following:

- a. Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

19. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Skagit County Commissioners shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

20. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

21. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Skagit County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

22. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

23. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

24. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

25. Survival:

The provisions of paragraphs 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 24, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

26. Certification Regarding Debarment Suspension or Ineligibility:

The Contractor certifies by signing this Agreement that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. Further, Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <http://epls.arnet.gov/>.

27. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK

This Scope of Work covers assistance by The Watershed Company (Consultant) to the County with the following tasks:

1. Preparing the scope of work and contract with Washington Department of Ecology for the Shoreline Master Program Update.

Assumptions:

- 1) The scoping process is also expected to include a number of meetings with the County and/or the County and City/Towns to facilitate planning for the Shoreline Master Program Update process.
- 2) The Consultant will provide advice regarding how resources might be allocated and assigned, and what the responsibilities of each party might be.
- 3) A meeting with the Ecology project officer is also anticipated to discuss mechanisms and boundaries for the County update.

Deliverables:

Draft scope of work and contract for Skagit County and the Washington Department of Ecology.

Schedule:

August 31, 2010

Cost:

\$ 8,010

2. Preparing the Phase 1 deliverables typically prepared under the Washington Department of Ecology's (Ecology) standard scope of work. As outlined below, these deliverables will include preparation of maps depicting the shoreline jurisdiction options, and development of a Public Participation Plan.

Task 1.1 Identify preliminary shoreline jurisdiction

Assumptions:

The Consultant will identify the preliminary geographic scope for the SMP update project. Available information will be used to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
 - Marine shorelines.
 - Rivers and streams with mean annual flow over 20 cubic feet per second.
 - Lakes and reservoirs exceeding 20 acres.
 - Associated wetlands of these areas.
 - Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.
- Optional areas to be considered for inclusion in the SMP:
 - Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
 - Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).

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

Deliverable:

Preliminary jurisdiction maps (digital) of Shorelines of the State subject to local SMP. The minimum jurisdiction and the additional options will be presented. A memorandum summarizing the methodology and results will accompany the three map options.

Schedule:

September 30, 2010

Cost:

\$16,600

Task 1.2: Prepare plan for public participation

Assumptions:

The Consultant will prepare a public participation plan that identifies specific objectives, outreach strategies, key parties (Board of County Commissioners, Planning Commission and elected officials, shoreline property owners, state agencies, Tribes, local residents, neighboring jurisdictions, special interest groups, recreators, etc.), and establishes timelines for public participation activities. The plan will identify strategies to engage all parties early and continuously in the update process including those individuals and groups that do not typically participate in shoreline planning. The plan will identify a process for documentation of participation activities and clearly outline those tasks to be implemented by the Client and/or Consultant. This task assumes one organization team meeting, either in person or telephone conference, and email exchanges or telephone conferences to clarify elements of the plan.

Deliverable:

Public participation plan (digital copy).

Schedule:

August 31, 2010

Cost:

\$4,100

3. Project management and coordination. As necessary to conduct Scoping and Phase 1 services, this task includes basic project management time and coordination with the County/City/Towns/Ecology.

Assumptions:

Very limited coordination with other state and federal agencies or Indian tribes is anticipated as part of this Scope of Work, except as needed for the collection of the latest baseline information. The Consultant will attend one Ecology-sponsored coordination meeting, and provide materials/key information to the County/City/Towns.

Deliverables:

Meeting materials to partner jurisdictions not attending
Monthly invoices and project status summary

Schedule:

Ongoing throughout tasks 1 and 2 above.

Cost:

\$3,380

The term of this agreement and scope of work is intended to address future professional services to Skagit County for the completion of the tasks and development of the products outlined below (see Figure 1 below), including, but not limited to:

Project Management and Coordination

Phase 1 – Revise draft Phase 1 products and submit to Ecology

Phase 2 – Shoreline Inventory, Analysis and Characterization

Phase 3 – Shoreline Environment Designation, Policy and Regulation Development and Cumulative Impact Analysis

Phase 4 – Restoration Planning

Phase 5 – Local Approval Process

It is understood that upon execution of the grant contract and scope of work between Skagit County and Washington State Department of Ecology, this scope of work will be amended to align with the phases, tasks, deliverables, schedules and costs of the grant contract.

FIGURE 1: SHORELINE MASTER PROGRAM PLANNING PROCESS

7/13/09

SMP UPDATE PROCESS	SPECIFIC PLANNING TASKS	PRODUCTS
<p>Phase 1: Preliminary Shoreline Anticipation and Public Participation Plans</p>	<p>Task 1.1: Identify preliminary shoreline jurisdiction - shorelines & shorelands Task 1.2: Develop public participation plan (open, technical, Ecology, other stakeholders) Task 1.3: Demonstrate how Phase 1 complies with Guidelines</p>	<p>Product 1.1: Preliminary map of local shorelines & shorelands subject to the SMP Product 1.2: Public participation plan Product 1.3: Documentation in SMP submittal checklist</p>
<p>Phase 2: Shoreline Inventory & Shoreline Analysis & Characterization</p>	<p>Task 2.1: Complete shoreline inventory Task 2.2: Conduct shoreline analysis Task 2.2.1: Characterize ecosystem-wide processes Task 2.2.2: Characterize shoreline functions Task 2.2.3: Conduct shoreline use analysis, analyze public access opportunities Task 2.3: Prepare shoreline inventory and characterization report Task 2.4: Demonstrate how Phase 2 complies with Guidelines</p>	<p>Product 2.1: Draft list of inventory data sources, digital maps of inventory information Product 2.2: Shoreline inventory and characterization report with map portfolio & GIS data, including: • Characterization of ecosystem-wide processes • Characterization of shoreline functions • Identification of potential protection and restoration areas • Shoreline use & public access analysis • Shoreline management recommendations Product 2.4: Documentation in SMP submittal checklist</p>
<p>Phase 3: Shoreline Environment Designation, Policy & Regulation Development; Cumulative Impacts Analysis</p>	<p>Task 3.1: Conduct community resourcing process Task 3.2: Develop general goals, policies & regulations Task 3.3: Develop environment designations Task 3.4: Develop shoreline use & modifications policies, regulations & standards Task 3.5: Develop administrative provisions Task 3.6: Prepare preliminary cumulative impacts analysis Task 3.7: Demonstrate how Phase 3 complies with the Guidelines</p>	<p>Product 3.1: Shoreline management strategy Product 3.2.3: Complete Draft SMP, including: • Draft general goals, policies & regulations • Draft environment designations • Draft shoreline use & modifications policies, regulations & standards • Draft administrative provisions Product 3.6: Preliminary cumulative impacts analysis Product 3.7: Documentation in SMP submittal checklist</p>
<p>Phase 4: Restoration Plans; Drafting Phase 4 Products as Necessary</p>	<p>Task 4.1: Prepare restoration plan Task 4.2: Revise environment designations, policies and regulations; finalize jurisdiction maps Task 4.3: Demonstrate how RMC is achieved Task 4.4: Demonstrate how Phase 4 complies with Guidelines</p>	<p>Product 4.1: Restoration plan Product 4.2: Revised SMP, cumulative impacts analysis & jurisdiction maps Product 4.3: No net loss report Product 4.4: Documentation in SMP submittal checklist</p>
<p>Phase 5: Local Approval</p>	<p>Task 5.1: Assemble complete draft SMP and submit to Ecology for informal review Task 5.2: Complete SPA review, documentation Task 5.3: Provide GMA 60-401 notice of intent to adopt Task 5.4: Hold public hearing Task 5.5: Prepare responsiveness summary and respond to public comments Task 5.6: Adopt SMP and submit to Ecology Task 5.7: Demonstrate how Phase 5 complies with Guidelines</p>	<p>Product 5.1: Final draft SMP Product 5.2: SPA products (checked, MCRS/ES, SPA notice) Product 5.3: Evidence of compliance with GMA notice requirements Product 5.4: Public hearing record Product 5.5: Responsiveness summary Product 5.6: Complete SMP submittal package Product 5.7: Documentation in SMP submittal checklist</p>
<p>Phase 6: State Approval</p>	<p>Task 6.1: Provide public notice & opportunity for comment; respond to comments received Task 6.2: Prepare decision packet including findings & conclusions, informal letter, conditions of approval (if any), & responsiveness summary Task 6.3: Meet with local government to finalize local adoption</p>	<p>Product 6.1: Responsiveness summary Product 6.2: Decision packet submitted to local government Product 6.3: Final SMP adoption incorporating any Ecology conditions of approval; SMP bases effect</p>

EXHIBIT "B"
COMPENSATION

COMPENSATION

The Consultant will complete the tasks described in Exhibit A, for a not-to-exceed value of \$32,090.

Services furnished under Exhibit A will be charged based on the following rates:

Hourly Rates Effective January 2010*

A. William Way, PWS	President	\$165
Ed McCarthy, P.E., PhD	Water Resource Engineer	\$150
Greg Johnston, EIT, CFP	Senior Fisheries Biologist	\$130
Hugh Mortensen, PWS	Senior Ecologist/PWS	\$130
Jennifer Creveling, PWS	Senior Wetland/ Wildlife Biologist	\$130
Amy Summe	Environmental Planner	\$130
Dan Nickel	Environmental Engineer/GIS Specialist	\$130
Mark Garff, ASLA, RLA	Senior Landscape Architect	\$120
Mark Indrebo, LG	Fluvial Geomorphologist	\$120
Matt Stevenson	Planner/GIS Specialist	\$120
Kenny Booth, AICP, APA	Associate Planner	\$110
Suzanne Tomassi	Wetland/Wildlife Biologist	\$110
Margaret Hayes, RLA	Landscape Architect	\$100
Nancy Way	Technical Writer	\$120
Courtney Landoll, ASLA, RLA	Landscape Architect	\$90
Grace Bergman	Landscape Designer/GIS Specialist	\$90
Mark Daniel	Planner/GIS Specialist	\$85
Christi Hallman	Contract Administrator/IT	\$85
Nell Lund	Ecologist	\$85
Meagan McManus	Ecologist	\$75
Ryan Kahlo	Ecologist	\$70
Tracy Durnell	Administrative/Graphic Design	\$70

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society
 PE = Professional Engineer
 EIT = Engineer In-Training
 GIS = Geographic Information System
 LG = State of Washington Licensed Geologist
 PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists
 ALSA = American Society of Landscape Architects
 RLA = State of Washington Registered Landscape Architect
 AICP = American Institute of Certified Planners
 APA = American Planning Association

Direct Costs:

Auto Mileage	Maximum standard rate allowable by IRS
Duplicating	\$0.10 /page b/w; \$1/page color; \$10/ page b/w plot; \$30/page color presentation plot
Other Direct Costs	At Cost

*Rates for 2010 only; escalator clause for cost of living may apply in future years

EXHIBIT "C"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. The type of insurance required by this Agreement is marked below.

- 1) Commercial General Liability Insurance

Certificate Holder – Skagit County

**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**

Thirty (30) days written notice to the County of cancellation
of the insurance policy.

- 2) Professional Liability

Certificate Holder – Skagit County

Thirty (30) days written notice to the County of cancellation
of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- 3) Insurance is waived

Date: _____
Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2010

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703 MICHAEL J. HALL & COMPANY HALL & COMPANY 19660 10TH AVENUE N.E. POULSBO WA 98370	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED THE WATERSHED COMPANY 750 6TH STREET SOUTH KIRKLAND WA 98033	INSURER A: LLOYD'S OF LONDON	
	INSURER B: HARTFORD CASUALTY INS. CO.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

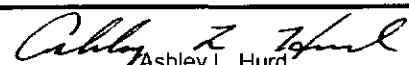
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP, XCU, BFPD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	52SBALG6505	09/30/09	09/30/10	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 - COMP/OP AGG	\$ 4,000,000
							\$
B		AUTOMOBILE LIABILITY <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	52UEJR5117	09/15/09	09/15/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	52SBALG6505	09/30/09	09/30/10	<input type="checkbox"/> Y <input type="checkbox"/> N WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	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	
A		OTHER Professional Liability Claims Made Form	1123871942/009	09/30/09	09/30/10	\$1,000,000 Per Claim \$1,000,000 Aggregate Retro: Sept. 30, 1993	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

CANCELLATION

Skagit County Planning and Development Services 1800 Continental Place Mount Vernon, WA 98273-5625 Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE  Ashley L. Hurd
---	---

ACORD 25 (2009/01)

Certificate # 116891

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #116891

DATE
JUN 9 2010

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

"In The Event Of Non-Payment Of Premium, Only 10 Days Notice Of Cancellation Shall Be Given"

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 when required by written contract or agreement regarding activities by or on behalf of the Named Insured.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.