

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE JULY 9, 2025

Those interested in attending the meeting virtually may use the following link:

<https://zoom.us/j/98750832914?pwd=3eNmGtLyPYwKV5qvVHv4tc207uylo3.1>

or for voice only, **Dial by your location:** (253) 215-8782

Meeting ID: 987 5083 2914 **Passcode:** 777859

| | |
|------------|----------------------------------|
| 9:00 a.m. | WSU Extension |
| 9:30 a.m. | Budget/CEDS |
| 9:50 a.m. | Human Services |
| 10:20 a.m. | Planning & Community Development |

NOON BREAK

| | |
|-----------|--------------|
| 1:00 p.m. | Public Works |
|-----------|--------------|

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to CommentBOCC@islandcountywa.gov. If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

ASSISTIVE LISTENING AVAILABLE: Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



ISLAND COUNTY WSU EXTENSION

WORK SESSION AGENDA

MEETING DATE: 7/9/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Sarah Bergquist, Interim Director, WSU Extension Island County

Amount of time requested for agenda discussion. 30 minutes

Agenda Item No.: 1

Subject: Washington State University Extension program updates

Description: Discussion on updates to programs offered by the WSU Extension, Island County.
Discussion will include the WSU Climate Steward Pilot Program.

Attachment: Draft WSU Climate Steward Program Syllabus and Description, Presentation

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



WSU Climate Steward Program Pilot

Syllabus and Description

September 16, 2025 – November 1, 2025

This pilot program in partnership with climate scientists, informal science educators, and engaged community members, is aimed to change the conversation around climate change to be more positive, productive and solutions focused. We use evidence-based communications methods, provide social-emotional support, and share the latest climate science findings.

Instructor: Diane Smith diane.smith@wsu.edu

Teaching Assistant: ???

Course Start & End: 09/16/25-11/1/25

WSU Skagit Climate Stewards website: <https://extension.wsu.edu/skagit/skagit-climate-stewards/>

WECAN (Washington Education & Climate Action Network) website

<https://wpnetwork.extension.wsu.edu/wa-state-climate-education/>

Registration Information:

Course Fee: \$TBA. There are a limited number of scholarships available. Diverse participants are encouraged to apply.

Scholarship Eligibility: Scholarship priority will be given to those who reside in Skagit county and who provide a **firm commitment** to complete the course.

Course Location: WSU Skagit County Burlington office at 168232 Westar Lane, Burlington 98233. Field trips and online self-paced study will be available on Canvas.

Course Schedule: **Tuesday nights** over 9 weeks from 6:00pm-8:30pm (with one week set aside for project preparation, see details below). Total course work is an approximate **40 hour time commitment**.

Course Overview

The Climate Stewards course seeks to foster a committed corps of community members ready to effectively engage in local solutions to promote community and ecosystem resilience in a changing climate. The course will introduce you to social-emotional learning and trauma-aware practices, climate change communication, climate science, and community resilience planning.

The course will focus on work being done in Skagit County and Washington State to address and alleviate climate impacts and provide resources and opportunities for becoming part of the movement. Students will become well-versed in the WSU'S Washington Education & Climate Action Network's

mission for rapid, equitable, local solutions to the climate crisis. This Climate Stewards course will guide participants toward making greater community connections, understanding the psychology and science behind climate change, and how to effectively communicate the climate crisis.

CLASS SESSIONS

Tuesday, September 16

Intro to Course – Climate Basics and Building Emotional Resilience

WSU Skagit office - 6:00 pm-8:30 pm

Guest speaker –

Tuesday, September 23

Unit 1: Community Connections

WSU Skagit Office - 6:00 pm-8:30 pm

Guest speaker –

Tuesday, September 30

Unit 2: Climate Communication

WSU Skagit Office - 6:00 pm-8:30 pm

Guest speaker –

Tuesday, October 7

Unit 3: WA Climate and Earth Science

WSU Skagit Office - 6:00 pm-8:30 pm

Guest speaker -

Tuesday, October 14

Unit 4 – WA EcoSystems

WSU Skagit Office - 6:00 pm-8:30 pm

Guest speaker -

Tuesday, October 21

Prep Week/Stewardship proposals preparation. NO CLASS SESSION

(No class session; virtual instructor office hours available by appt.)

Tuesday, October 28

Unit 5 – Community Resilience: Adaptation and Mitigation

WSU Skagit Office - 6:00 pm-8:30 pm

Guest speaker -

Saturday, November 1

Stewardship Project Presentations and Graduation –

In-person at WSU Skagit office 10:00am to Noon, followed by a Pot Luck.

Guest speakers - Community Partners from Environmental programs

FIELD TRIPS AND OPPORTUNITIES

Saturday, September 20 – Mount Vernon Library Green Building (Electrify Skagit), Maas Brothers Anaerobic Digester, Solar Project on Swinomish Lands

Saturday, October 4 – Skagit Soil (Ag), Padilla Bay (Water). Corresponds with Festival of Family Farms, so possibly a Farm visit.

Saturday, October 18 – Anacortes Forests Lands (Forests), Shannon Point Marine Center (WWU).

Stewardship Project

Participants will complete a stewardship Project in a climate area of their interest. Ideas include Community Resilience and Adaptation, Environmental and Climate Justice, Conservation/Restoration (Stewardship), Participatory Science, Education/Interpretation, or Program Support. The Stewardship Project provides an opportunity for participants to integrate their own personal interests with the in-class material toward the development of an applied work project done in conjunction with a community organization. Participants are encouraged to work in teams when appropriate. Participants will deliver an individual or group Stewardship project presentation (~5 minutes long per person). Further guidance on the Stewardship Project will be discussed during class time and the instructor will be available for further guidance.

Community Science Project

Each participant will contribute to the participatory science project adopted by the class. Details will be shared at the September 16 session and in the course curriculum

CANVAS Online Platform for Class Modules

Curriculum posted on the Canvas platform with expectation that online self-guided weekly lesson study to be completed prior to each Tuesday session. Please come to that session with reflections to share.

Learning Outcomes

- Increase knowledge about current and locally relevant climate science to improve climate literacy
- Foster climate change communications skills development, civic engagement, and local community action
- Establish an inclusive community of practice focused on stewardship, communication, and community solutions to advance resiliency
- Build statewide support and capacity to effectively advance state and local climate goals

Instructional Methods

The course will integrate a range of instructional methods including online modules, presentations (in-person and virtual), peer-to-peer discussion, small group activities, and experiential learning.

Course Requirements

Discussion and activities will be on Tuesday evenings as noted below, from **6:00 pm to 8:30pm** at the WSU Office in Burlington. Field trips are in person. Attendance for at least two field trips and 6 out of 8 class sessions is required in order to qualify for a certificate of completion. Independent field trip options will be offered for those who have specific challenges with the field trip schedule.

- **Time Commitment:** The WSU Climate Stewards course consists of a minimum of 40 educational hours (online, classroom, and field time), which includes ~12 hours in the field.
- **Required Reading and Online Work:** Read “What If We Get It Right” written by Dr. Ayana Elizabeth Johnson, a marine biologist, policy expert, writer, and teacher working to help create the best possible climate future. This book has been selected as the course book. Also, complete six (6) online course modules in Canvas, and complete assigned homework.
- **Course structure:** This hybrid course offers in-person learning and online curriculum. In-person sessions will be offered at the WSU Skagit office, self-guided modules on the Canvas platform, and in-person field in locations throughout Skagit county. Carpooling to field visit sites will be provided for those interested. Participants will need Internet access to read course material.
- **Class Attendance and Field Trips:** Participants must attend all classes, with the opportunity to make up missed activities from one class session. The participant is expected to complete make-up activities on their own time at the direction of the instructor. Participants are required to attend at least 2 field trips.
- **Stewardship Project Topics:** Participants are required to create a Stewardship Project. Topic could be from Community Resilience and Adaptation, Environmental and Climate Justice, Conservation/Restoration (Stewardship), Participatory Science, Education/Interpretation, or Program Support.
- **Stewardship Project Details:** The Stewardship Project provides an opportunity for participants to integrate their own personal interests with the in-class material toward the development of a project that meets program guidelines. Participants will work with the instructor to identify Stewardship Projects within the first four weeks of the course. Participants are encouraged to work in teams when appropriate. Participants will deliver an individual or group presentation (5 minutes per person) during the final course session. Participants are expected to spend a minimum of 8 hours on the Stewardship Project.
- **Course Evaluation:** Completion of the online course evaluation surveys are critical for the ongoing success and improvement of the course.

Homework Policy

Online self-paced reading and Homework assignments will be due **before** the next scheduled class meeting.

Attendance Policy

Participants must complete [minimum of 40+hours of instruction during the class. Only one class session (2 hours) can be missed. For some sessions, it's possible to watch a recording to receive attendance credit.

Required Text - TBA

Course Materials

Certain course materials are required:

- Access to an internet-connected computer or phone and an email account for communication with the instructor.
- Course handbook TBD
- Transportation to field trips (carpooling will be encouraged)

Statement on Financial Accessibility

Students are responsible for course fees, purchasing the book, and transportation for the field trips.

A limited number of full and partial scholarships are available. We are seeking a large and diverse group of students. Please contact the course instructor at least 14 days prior to the first day of class to inquire about scholarship opportunities, application procedures and commitments.

Recommended supplemental reading, listening, and doing

Indivisible Skagit

<https://www.indivisibleskagit.org/climate-conversations.html>

Skagit Climate Science Consortium

<http://www.skagitclimatescience.org/>

Citizens Climate Lobby

https://citizensclimatelobby.org/chapters/WA_Skagit/

Podcasts

- [Climate One](#)
- [Indisposable](#) by Upstream (plastic reduction focus)
- [Climate Curious](#)
- [The Climate Pod](#)
- [People Fixing the World](#), BBC

Climate Humor

- [The Climate Denier's Playbook](#) - podcast
- [Yellow Dot Studios](#) - website and Instagram

Books

- [All We Can Save](#), Ayana Elizabeth Johnson and Katharine Wilkinson
- [Saving Us](#), Katharine Hayhoe

- [The Sixth Extinction](#), Elizabeth Kolbert (Pulitzer Prize)
- [A Field Guide to Climate Anxiety](#), Sarah Jaquette Ray
- [The Existential Toolkit for Climate Justice Educators](#), Edited by Jennifer Atkinson & Sarah Jaquette Ray

Websites and newsletters

- [Salish Currents](#) Independent, fact-based news for Whatcom, San Juan and Skagit counties
- [Boiling Point](#) newsletter by Sammy Roth (published weekly by Los Angeles Times)
- [Heated](#) by Emily Atkin
- [Grist](#), a nonprofit, independent media organization dedicated to telling stories of climate solutions and a just future
- [Yale Environment 360](#) A free website and/or newsletter current climate information.
- [Canary Media](#): Covering the Clean Energy Transition
- [The Carbon Almanac](#) A source for “reliable and easily understandable knowledge on climate change that you can share to create meaningful impact.”
- [Climate Central](#) Providing research and communication tools on climate impacts and solutions. Designed for meteorologists with applications for everyone.

Your suggestions for adding to the above are welcome!

WA State Resources

State of Washington Integrated Climate Response Strategy (2024)

<https://ecology.wa.gov/ClimateChange>

University of Washington Climate Impacts Group (CIG) – Science and tools on climate change impacts in the Pacific Northwest

<https://cig.uw.edu>

Tribal Climate Tool – Climate projections and adaptation data relevant to tribal and rural communities

<https://tribalclimatetool.org>

Office of the Washington State Climatologist – Data, maps, and updates on current conditions

<https://climatestations.uw.edu>

Cancellation Policy

Registrants may cancel up to two weeks before the first day of instruction for a full refund, minus a \$50 administrative fee. Registrants who experience a verifiable medical emergency personally, or in their family, between the two weeks of class before and after instruction has begun may re-enroll in the following year's course at a 50% discounted rate, with priority for early registration. No other cancellations, for any other reason, will result in a refund.

Statement on Inclusion and Accommodations

If you have a learning or physical need that will require special accommodations in this class you will need to notify your instructor in writing of your accommodation needs. Please notify us at least 30 days before the first class if you require any special accommodations. This will allow us ample opportunity to provide suitable accommodations. We make reasonable accommodations for persons with documented disabilities. Materials will be available in alternate formats (Braille, audio, electronic format, or large print) upon request.

Championing
Planetary
Health



WA Climate Steward Certificate Program

Starting September 16th.

The Six-session course -
in-person and online instruction, self-paced online learning,
field trips, guest presenters, and capstone project

Interested?

<https://extension.wsu.edu/skagit/skagit-climate-stewards>
diane.smith@wsu.edu



WA Climate Steward Certificate Program

Big Picture. WSU Extension has adopted the UC Davis Climate Steward curriculum.

- Two counties - Skagit and Island – will pilot the program in Fall 2025.

Program Delivery. The Six-session course is a mixed delivery model – in-person and online instruction, self-paced online learning, field trips, guest presenters, and capstone project

Partners. WSU Climate Action Team, WA Office of Climatology, University of Washington



WA Climate Steward Certificate Program

Big Picture. WSU Extension has adopted the UC Davis Climate Steward curriculum.

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Partners. WSU Climate Action Team, WA Office of Climatology, University of Washington



CSC Class Schedule

The course content provides skill building in effective communication focused on climate impacts, solutions, policies, and actions in Washington State.

The 7-week course will be offered from mid-September through end of October 2025. We are still deciding on Tuesday or Wednesday evening classes.

The field trips will be on Saturdays, usually 4-6 hours.

Week 1. Introduction/Orientation

Week 2. Community Connections

Week 3. Interpretation, Communication, and Education

Week 4. Climate and Earth Systems

Week 5. Ecosystems and Anthropogenic Systems

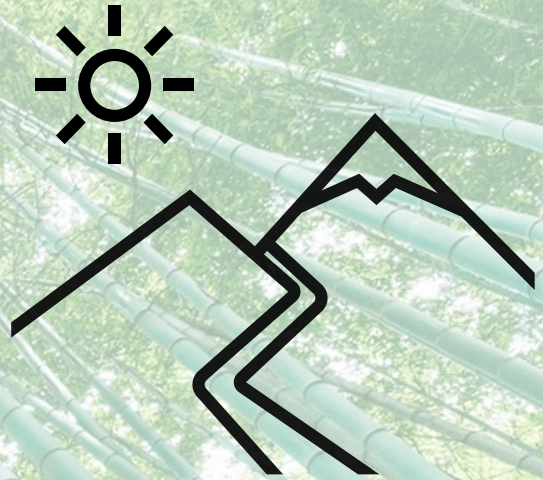
Week 6. off week

Week 7. Steardship Projects



Field Trip Possibilities

Mount Vernon Green Library Building
Skagit Dyke System
Padilla Bay
Deception Pass



What is WA CS?

- Fall 2025, Skagit and Island County to Pilot curriculum and delivery modeled on University of California Davis curriculum
- Hybrid flexible learning and in-person field trips
 - 7 sessions and corresponding on-line learning modules
 - Guest speakers/presenters
 - 3 Field trips that highlight climate solutions
- Partner with environmental organizations



CERTIFICATE

Washington Climate Steward

- Combination of classroom, on-line, and field experiences over 8 weeks.
- Complete 6 subject matter Canvas modules with quizzes and reflection activities.
- Complete service project.
- Earn Certificate of Completion..
- After certification, Climate Stewards are encouraged to volunteer in community service opportunities.



The Washington Climate Steward Program strives to improve climate change literacy and civic engagement for community and ecosystem resilience.



ISLAND COUNTY BUDGET/RISK

WORK SESSION AGENDA

MEETING DATE: 7/9/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Susan Geiger, Director

Amount of time requested for agenda discussion. 20 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Comprehensive Economic Development Strategy (CEDS) Reporting Contract with the Economic Development Council of Island County (EDC)

Description: With the successful creation of the Comprehensive Economic Development Strategy 2024-2028 (CEDS) and formal adoption by the Board in 2024, the Economic Development Council for Island County (EDC) is uniquely positioned to accurately provide the requisite monitoring and annual reporting to the State. This contract describes the Scope of Work for a reasonable cost.

Attachment: CEDS Monitoring EDC Contract Amendment

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process

CONTRACT FOR CEDS REPORTING

THIS CONTRACT is entered into by Island County ("County") and Economic Development Council for Island County ("EDC"), a Washington 501(c)6 non-profit corporation.

WHEREAS, the EDC, a Washington private non-profit corporation representing a coalition of business, government, labor, and education leadership, is dedicated to planning, developing, and implementing community economic development programs; and

WHEREAS, economic development programs are coordinated public and private actions which aid in enhancing a community's quality of life and bringing its citizens into the economic mainstream by planning and building local economic capacity; and

WHEREAS, the EDC staff possesses valuable skill, experience, and expertise in community economic development and the County desires to have certain services performed by the EDC as described within this contract; and

WHEREAS, Island County contracted with the EDC in 2023 to develop the Comprehensive Economic Development Strategy (CEDS) 2024-2028, and subsequently adopted the CEDS on July 2nd, 2024, per Board Resolution C-35-24; and

WHEREAS, it is vital to the economic health and well-being of the County that the CEDS report annual be completed by economic development subject matter experts, who should be fairly & competitively compensated for professional knowledge and their skilled work completed; and

WHEREAS, economic development programs are coordinated public and private actions which aid in enhancing a community's quality of life and bringing its citizens into the economic mainstream by planning and building local economic capacity; and

THEREFORE, in consideration of payment, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to the following:

CONTRACT TERMS

1. **SCOPE OF SERVICES.** The EDC shall provide general project management and consultant/subcontractor oversight in collecting, analyzing, and preparing the necessary data for Comprehensive Economic Development Strategy for Island County (CEDS) reporting. The EDC may subcontract the development of the CEDS reporting work product pursuant to the scope of work included in **Exhibit A Scope of Work** and **Exhibit B Island County CEDS Reporting: Dates, Deliverables, & Estimated Invoice Amounts**. The EDC shall be responsible for ensuring performance of and paying all invoices for any such subcontractor. Island County shall have no direct responsibility for payment to any such subcontractor.
2. **PROGRESS REPORTING.** The EDC shall provide one (1) progress report to the County staff assigned by the Board of County Commissioners regarding the progress of the deliverable's development. Reports shall include a list of meetings topics and attendees, events conducted to support the project, a breakdown by commissioner districts, and a brief summary of any work

product developed. Reports and communication may be delivered electronically. Reports may include perceived obstacles for which the County staff might be able to provide support.

All parties to this contract acknowledge and agree to conform to the professional and industry standards for this type of deliverable. Intentional withholding of information from the final deliverable, failure to communicate missing information or parts of the whole within thirty (30) days after the expiration of the contract, or failure to provide all relevant records related to the final deliverable will be deemed in violation of this contract. The contract and its intended work products and deliverables shall not be delivered as substantially complete; all deliverables must be whole upon delivery.

3. **OWNERSHIP OF WORK PRODUCT.** The parties hereby acknowledge that the CEDS reporting will, to the extent permitted by Law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. 101) and will remain the County's exclusive property, thereby being a public record and shall be made available for all agencies and jurisdictions operating in Island County, including the EDC. The EDC hereby acknowledges responsibility to include similar ownership of product to ensure that subcontractors waive ownership rights to the work product to the extent allowable by law.
4. **DURATION OF CONTRACT.** This contract shall commence on July 1, 2025, and shall terminate on January 31, 2026. Due to the reporting nature of the contractual project output, there shall be no extensions of this contract.
5. **COMPENSATION.** The EDC shall receive payment for services as specified in this contract in the sum of \$56,049.00, in equal quarterly installments for a timeframe to match the duration of the contract. The EDC agrees to submit a complete invoice with documentation for each payment due. Upon receipt of EDC's invoice, the County agrees to process such invoices in a timely manner. Unless specifically approved in writing in advance by the County, the County will not reimburse the EDC for any costs or expenses incurred by the EDC in the performance of this contract.
6. **REPAYMENT GUARANTEE.** All funds disbursed by the County to EDC under this contract shall be used by EDC solely for the purposes described in this contract, being a permitted use of Rural County Economic Development sales taxes under Island County Code Chapter 3.02C and RCW 82.14.370. In the event that it is determined that any portion of the funds disbursed by the County is used for any purpose not authorized under this contract, EDC hereby guarantees that it will repay to the County all such funds, including interest earned calculated at the Washington State Investment Pool Rate, no later than thirty (30) days from receipt of written notice of non-compliance.
7. **INDEPENDENT CONTRACTOR.** The EDC agrees that EDC will perform all services under this agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the EDC is not entitled to any benefits or rights enjoyed by employees of the County. The EDC has the right to direct and control EDC's own activities in providing the agreed services in accordance with the specifications set out in this agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties as partners or joint venturers.

The EDC shall furnish, employ, and have exclusive control of all persons to be engaged in performing the EDC's obligations under this agreement ("EDC Personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such EDC Personnel shall be for all purposes solely the employees or agents of the EDC and shall not be deemed to be employees or agents of the County for any purpose whatsoever. With respect to EDC Personnel, the EDC shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes, including applicable contributions from EDC Personnel, when required by law.

Because it is an independent contractor, the EDC shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (worker's compensation). The EDC agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The EDC assumes full responsibility for the payment of all payroll taxes, use sales, income, or other form of taxes, fees, licenses, excises, or payment required by any city, county, federal, or state legislation which are now or may during the term of the agreement be enacted as to all EDC Personnel. The EDC shall assume exclusive liability therefore, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

8. **INTERNAL CONTROLS AND RECORDS MAINTENANCE.** The EDC shall maintain accounts and records, including personnel, property, financial, program records, and such other records as the County may deem necessary, in compliance with generally accepted accounting principles.
9. **RECORDS AND ACCESS; AUDIT; INELIGIBLE EXPENDITURES.** The EDC shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after the completion of the agreement by the EDC. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the EDC which are directly related to this agreement for the purpose of making audit examinations, obtaining excerpts, transcripts, or copies, and ensuring compliance by the County with applicable laws. Expenditures under this agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the EDC, shall be refunded to the County by the EDC. The EDC shall use the funds that are the subject of this agreement only for the purposes set forth in this agreement. Expenditures under this agreement are those eligible costs incurred during the performance of the agreement during the time period specified in Section 4.
10. **INDEMNIFICATION.** To the fullest extent permitted by law, EDC shall indemnify, defend and hold harmless Island County, all officials, agents and employees of Island County, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or

injury to or destruction of tangible property including loss of use resulting therefrom. EDC'S obligation to indemnify, defend, and hold harmless includes any claim by EDC'S agents, employees, representatives, or any subcontractor to its employees. EDC expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to EDC'S or any agent's or subcontractor's performance or failure to perform the contract. EDC'S obligation to indemnify, defend, and hold harmless Island County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees and officials.

11. **INSURANCE.** The EDC shall annually procure and maintain at its own expense for the duration of this contract an insurance policy against injury to persons or damage to property that is satisfactory to the County's requirements, as described in **Exhibit C Insurance Requirements** attached hereafter.

12. **REGULATIONS.** The performance of this contract shall be subject to all federal, state and local laws, rules and regulations. The EDC shall not discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this contract.

13. **PARTISAN POLITICAL SUPPORT.** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

14. **NOTICES.** Whenever this contract provides for notice to be provided by one party or another, such notices shall be in writing and directed to the Board of Island County Commissioners and the President of the EDC. Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be mailed to:

Board of Island County Commissioners
Attention: Budget & Risk
1 NE 7TH Street
Coupeville, WA 98239

Economic Development Council for Island County
Attention: President
PO Box 279
Coupeville, 98239

15. **MODIFICATIONS.** The County and EDC may, from time to time, desire to make changes to this Agreement; however, no changes or additions shall be made in this agreement except as agreed to by both parties, reduced to writing, and executed with the same formalities as are required for the executions of the agreement. No alteration, changes or additions of the terms of this Agreement shall be valid unless made in writing and executed by the parties hereto prior to implementation of the changes. Any oral understandings or agreements not incorporated herein shall not be binding.

16. **TERMINATION.** The County may terminate this agreement prior to its expiration date upon ninety (90) business days' written notice to the Contractor for any reason. If the agreement is terminated, payment shall be made in accordance with the agreements for services reasonably and directly incurred by the EDC in performing this agreement prior to receipt of the termination notice.

Termination by the County shall not affect the rights of the County as against the EDC provided under any other section of this agreement. The County does not, by exercising its rights under this Section 16, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this agreement. At its sole option, the County may deduct from the final payment due to the EDC (i) any damages, expenses or costs arising out of any violations, breaches, or nonperformance; and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the agreement.

17. **PUBLIC RECORDS ACT.** This agreement and all public records associated with this agreement shall be available from the County for inspection and copying by the public when required by the Public Records Act, Chapter 42.56 RCW ("the Act"). To the extent that public records then in the custody of the EDC are needed for the County to respond to a request under the Act, as determined by the County, the EDC agrees to make them promptly available to the County. If the EDC considers any portion of any record provided by the County under this agreement, whether electronic or hard copy, to be protected from disclosure under law, the EDC shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Act or otherwise appropriate, the County's sole obligation shall be to notify the EDC (a) of the request and (b) of the date that such information will be released to the requester unless the EDC obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the EDC fails to obtain a court order enjoining disclosure, the County will release the requested information on the date specified.
18. **INTERPRETATION.** This agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this agreement, shall be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this agreement are used only for convenience and are not intended to affect the interpretation of the terms of this agreement.
19. **NO THIRD-PARTY BENEFICIARIES.** The provisions of this agreement are for the exclusive benefit of the County and the EDC. This agreement is not intended to confer any rights, express or implied, upon any third parties.
20. **GOVERNING LAW AND VENUE.** This agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this agreement shall be in the Superior Court of the State of Washington, in and for Island County.
21. **AUTHORITY.** Each signatory to this agreement represents that he or she has full and sufficient authority to execute this agreement on behalf of the County or the EDC, as the case may be, and that upon execution of this agreement it shall constitute a binding obligation on the County and the EDC.
22. **WHOLE AGREEMENT.** This written contract represents the entire contract between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

23. **ASSIGNMENT.** The EDC shall not assign or subcontract any of its duties under this contract to any other individual, firm or entity without the express and prior written approval of the County.
24. **SEVERABILITY.** In the event any portion of this contract is found to be invalid, it is the intent of the parties to enforce the remainder of the contract.
25. **SURVIVAL.** Those provisions of this agreement that by their intent and purpose should survive expiration or termination of the Agreement shall so survive.
26. **EXECUTION IN COUNTERPARTS.** This agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

APPROVED BY:

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

**ECONOMIC DEVELOPMENT
COUNCIL FOR ISLAND COUNTY**

By: _____
Commissioner Melanie Bacon, Chair Date

By: _____
Jeffery Pleet, Board President Date

EXHIBIT A SCOPE OF WORK

I. CEDS REPORTING SCOPE OF WORK

A. Task → Project Management

1. In consultation with the Board of Island County Commissioners (BOCC) and the assigned County staff, the Economic Development Council for Island County (EDC) will manage the evaluation of the Island County CEDS 2024-2028. This includes managing several aspects of progress reporting:
 - i. Develop a review schedule for partners;
 - a. July - December 2024 to be retrospectively included via 2025 Progress Report;
 - ii. Schedule, coordinate, and run meetings to discuss deliverables in 2025;
 - a. Meetings to occur approximately September 2025 and November 2025;
 - iii. Conduct an annual update of the Island County Comprehensive Economic Development Strategy (CEDS) Project List with public agencies;
 - a. Submit the update to the assigned County staff for BOCC approval by amendment;
 - iv. Schedule, coordinate, and run an annual CEDS Review Committee meeting;
 - a. Update the CEDS Review Committee roster as needed.

B. Task → Progress Report

1. After receiving the inputs from public agencies and partners listed in the Island County CEDS 2024-2028 Action Plan, draft a Progress Report. This will include:
 - i. Brief review of Section 4.1 Broad Performance Measures;
 - a. This may include available data drawn from WA Employment Security Department;
 - ii. Brief review of Section 4.2 Specific Performance Measures;
 - a. Data requests may be issued to public agencies;
 - iii. Brief review of progress and projects completed, organized by partner and goal;
 - iv. Draft Progress Report for BOCC review and comment;
 - v. Final Progress Report;
 - vi. One BOCC Work Session to review Progress Report;
2. The completed draft will go to the assigned County staff for review. The draft will be finalized and submitted to the assigned County staff for presentation and formal acceptance by the BOCC.
3. Island County will be responsible for drafting and finalizing a press release and social media assets related to the release of the progress report.

II. 2025 DELIVERABLES

A. Task → **Develop Schedule and Outputs Framework**

1. Develop and implement stakeholders meeting schedule;
2. One annual CEDS Review Committee meeting to update findings;
3. 2025 Island County CEDS Progress Report to include progress from July 2024 through December 2024;
4. Lessons learned & process efficiencies report for future reporting years.

B. **NOTE:** The schedule below provides a general outline and timeline for the work to be conducted through to completion.

1. The schedule is dependent upon timely participation and responses from Island County government and CEDS partners.
2. If there are any significant delays in receiving data, information, or feedback, the schedule is subject to change and all partners will be promptly notified once the schedule adjustment has been determined.

EXHIBIT B
ISLAND COUNTY CEDS REPORTING:
DATES, DELIVERABLES, & ESTIMATED INVOICE AMOUNTS

| Month / Year | Tasks | Action / Deliverable(s) |
|----------------------------|--|---|
| June- July 2025 | Development | - Negotiate and fully execute contract amendment with EDC |
| July- August 2025 | Project Management + Develop Schedule and Outputs Framework | - Develop review schedule - Schedule stakeholder meetings - Hold first stakeholder meeting to align attendees and set expectations - Hold stakeholder meeting to collect data on Goals 1 & 2 - Establish & contact CEDS Review Committee - Collect broad performance measure data - Collect specific performance measure data |
| September- October 2025 | Project Management | - Hold meeting to collect data on Goals 3 & 4 & 5 - Hold CEDS Review Committee meeting - Send out CEDS Project List update request - Collect broad performance measure data - Collect specific performance measure data |
| November- December 2025 | Project Management + Progress Report | - Hold year-end meeting - Collect broad performance measure data - Collect specific performance measure data - Consolidate progress evaluation findings by goal - Prepare CEDS Project List update |
| January 2026 | Project Outcomes | - Draft Progress Report for BOCC - Issue Final Progress Report to Island County - Attend a BOCC Work Session in January 2026 to review the Final Progress Report highlights prior to formal approval - Attend a BOCC Work Session in January 2026 to update CEDS Project List & submit to BOCC for approval by amendment |
| Proposed Budget | | Total \$56,049 |

EXHIBIT C INSURANCE REQUIREMENTS

Prior to commencement of services under this contract, EDC shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty (60) days prior to notice to the County. EDC shall maintain at EDC'S sole expense unless otherwise stipulated, the following insurance coverages, insuring EDC, EDC'S employees, agents, designees, and indemnities as required herein:

- A. EDC shall not commence work under this contract until EDC has obtained all insurance required under this contract and such insurance has been approved by the County.
- B. All insurance policies required under this contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the EDC shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to the County. The EDC'S insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the EDC's insurance and shall not contribute to it.
- C. EDC shall maintain, during the life of the contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket contractual Liability and Personal Injury Coverage, to protect the EDC from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the EDC or by anyone directly employed by or contracting with the EDC.

Specific limits required are:

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

- D. The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the EDC'S General Liability shall be primary, and not contributory, with any other insurance maintained by the County.
- E. The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- F. Commercial General Liability insurance shall be endorsed to include a "cross liability," indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought."
- G. The EDC shall maintain, during the life of this contract, Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles, in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect the EDC from claims which may arise from the performance of this contract, whether such operations be by the EDC or by anyone directly or indirectly employed by the EDC. Coverage shall be written on Insurance Services Office Form CA0001 or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- H. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
- I. EDC shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. EDC shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
- J. Industrial Insurance Waiver - With respect to the performance of this contract and as to claims against the County, its officers, agents and employees, the EDC 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 EDC against the County. This waiver is mutually negotiated by the parties to this contract.
- K. Subcontractors - EDC shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein. All subcontractors shall be required to agree to the provisions of this contract.



ISLAND COUNTY HUMAN SERVICES

WORK SESSION AGENDA

MEETING DATE: 7/9/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Lynda Austin, Director

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Housing Assistance

Agenda Item No.: 1

Subject: Resolution for Reconveyance of Deed of Trust

Description: In 2008 the Island County Low-Income Housing Surcharge Fund was erroneously named as a beneficiary in a Deed of Trust granted by Habitat for Humanity of Island County. The Deed of trust was recorded in error and Habitat for Humanity did not receive funds related to this property. In signing the Request for Full Reconveyance, Island County corrects the error and releases a lien that should not be on this property.

Attachments: Resolution for Reconveyance of Deed of Trust, Request for full reconveyance, Parcel S7575-00-05006-0 Deed of Trust

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Complete

(continued on next page)

DIVISION: Veterans

Agenda Item No.: 2

Subject: State of Washington Department of Veterans Affairs Amendment No. 2 to
WDVA Contract No. 305E-22-102

Description: Amendment to the WDVA contract extending the date through June 30, 2027, and adding \$420,000 from July 1, 2025 through June 30, 2027 to provide additional Veteran Service Officer funding.

Attachments: WDVA Contract No. 305E-22-102 Amendment No. 2, Amendment 1, Original Contract

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: |

IT Review: In process

Budget Review: In process

P.A. Review: In process

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

IN THE MATTER FOR DEED OF
TRUST FOR ASSESSOR'S PARCEL
NO. S7575-00-05006-0

RESOLUTION NO. C- -25

WHEREAS, the Island County Low-Income Housing Surcharge Fund has been erroneously named as a beneficiary in a Deed of Trust granted by Habitat for Humanity of Island County, which was recorded under Auditor's File No. 4236672 for Assessor's Parcel No. S7575-00-05006-0.

WHEREAS, the Chief Executive Officer for Habitat for Humanity of Island County has declared that Habitat for Humanity does not have and has never had any right, title, or interest in Assessor's Parcel No. S7575-00-05006-0.

WHEREAS, Island County Human Services staff agree that the Deed of Trust was recorded in error and Habitat for Humanity never received a promissory note or funds related to this property as was referenced in the Deed of Trust.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Island County Commissioners hereby releases the security interest represented by the Deed of Trust recorded under Auditor's File No. 4236672.

Dated this 11th day June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll, Clerk of the Board

REQUEST FOR FULL RECONVEYANCE

TO: Land Title Company, Trustee

The undersigned is the legal owner and holder of the note and all other indebtedness secured by that certain Deed of Trust in which **Habitat for Humanity of Island County** is GRANTOR and **Island County Low-Income Housing Surcharge Fund** is BENEFICIARY, filed for record on September 16, 2008 under Auditor's File No. 4236672, records of Island County, WA.

BENEFICIARY desires to release the security interest on the Note and represented by the said Deed of Trust. You are hereby requested and directed to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED this ____ day of _____, 2025.

**ISLAND COUNTY
LOW-INCOME HOUSING SURCHARGE FUND**

By: _____
Its _____



When Recorded Return To:
Island County Clerk of the Board
P.O. Box 5000
Coupeville, WA 98239

DEED OF TRUST

Grantor (Borrower): Habitat for Humanity of Island County
Beneficiary (Lender): Island County Low-Income Housing Surcharge Fund
Grantee (Trustee): Land Title Company
Legal Description (abbreviated): Lot 6, Block 5, Plat of Northgate Terrace 1
Assessor's Tax Parcel ID#: S7575-00-05006-0

THIS DEED OF TRUST is made this 29th day of August, 2008, between Habitat for Humanity of Island County, a Washington non-profit corporation and a non-profit agency under section 501(c) (3) of the Internal Revenue Code, whose mailing address is P.O. Box 2279, Oak Harbor, WA 98277 as Grantor ("Grantor"); Land Title Company, whose mailing address is 1080 N.E. 7th Ave., Oak Harbor, WA 98277 as Trustee ("Trustee"); and the Island County Treasurer, Low-Income Housing Surcharge Fund, or its successor agency, as Beneficiary ("Beneficiary"), whose address is P.O. Box 5000, Coupeville, Washington 98239.

1. Grant. Grantor hereby bargains, sells and conveys to Trustee in Trust for the benefit of Beneficiary, with power of sale the real property located in Island County, Washington described as:

Lot 6, Block 5, Plat of Northgate Terrace 1

Situated in Island County, Washington.

according to the plat thereof, recorded in Island County, Washington, (the "Property") together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents issues and profits thereof. Said Property is not used principally, or at all, for agricultural or farming purposes.



2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following:

- (a) Payment in the amount of Forty Thousand Dollars (\$40,000.00) with interest thereon according to the terms of a Promissory Note (the "Note") dated August 29, 2008, payable by the Grantor to the Beneficiary, including all renewals, modifications and extensions thereof,
- (b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns with interest as agreed.

3. Lien Priority. This Deed of Trust shall be in a first lien priority position against the Property.

4. Protection of Security. To protect the security of this Deed of Trust, Grantor covenants and agrees:

4.1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the Property.

4.2. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

4.3. To keep all buildings now or hereafter on the Property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of the Property. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine, subject to the rights of any senior lien-holder. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4.4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4.5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

4.6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may, but shall not be obligated, to pay the same, and the amount so paid shall be added to and become a part of the debt secured by this Deed of Trust. The payment of such sums by Beneficiary and addition of the amount thereof to the principal balance secured hereby shall not constitute a waiver of the default.

5. General Conditions. The parties hereto agree that:

5.1. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Grantor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then Grantor has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any



major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under this Contract, the Note, the Deed of Trust or the Covenant. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then such insurance and/or condemnation proceeds may be used for partial rebuilding and partial repayment of the loan in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

5.2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

5.3. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

5.4. Power of Sale. Pursuant to Chapter 61.24 of the Revised Codes of Washington and upon default by Grantor without timely cure and after written notice of thirty (30) days in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable. In such event and upon written notice of Beneficiary, the Property shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person may bid at the Trustee's sale. Subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the person or persons entitled thereto.

5.5. A Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser for value.

5.6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

5.7. Beneficiary may at any time appoint or discharge the Trustee.

5.8. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

6. Acceleration. If without Beneficiary's prior written consent, all or any part of the Property or any interest in it is sold, conveyed, transferred, encumbered, or the Property is not used as specified in the Grantor's Low Income Housing Surcharge Fund application, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Deed of Trust. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.



WITNESS the hand and seal of the Grantor on the day and year first written above.

Habitat for Humanity of Island County, a Washington non-profit corporation

By: Mary J. Hollen By: Karan B. Reed
Print Name: Mary J. Hollen Print Name: Karan B. Reed
Corporate Title: Treasurer Corporate Title: Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this day personally appeared before me, Mary J. Hollen & Karan B. Reed,
known to be the Treasurer & Executive Director, of Habitat for Humanity
of Island County, a Washington non-profit corporation the non-profit agency that executed the within instrument and
acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes
therein mentioned and on oath stated that s/he was authorized to execute the same.



DATED: 8/29/08
J-me S. LaQuet
Notary Public in and for the State of Washington
residing in the county of Island
My appointment expires 7/18/09
J-me S. LaQuet
Print Name



REQUEST FOR FULL RECONVEYANCE

**TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL
DUTIES PERFORMED UNDER THIS DEED OF TRUST.**

TO: TRUSTEE:

The undersigned Beneficiary is the party entitled to the performance, benefits, duties, and payments under the Low-Income Surcharge Fund Contract _____ between Grantor and Beneficiary which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid, duties performed and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, including Contingent Interest, to cancel evidence of indebtedness secured by said Deed of Trust delivered to you with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you hereunder.

Dated

Name

Title

WDVA Contract No.: 305E-22-102

STATE OF WASHINGTON
DEPARTMENT OF VETERANS AFFAIRS
AMENDMENT NO. 2
TO
WDVA CONTRACT NO. 305E-22-102

WDVA Contract/Agreement No. 305E-22-102, by and between the Washington State Department of Veterans Affairs ("AGENCY") and Island County, Post Office Box 5000, Coupeville, WA 98239 ("COUNTY"), is amended as follows:

- 1. III. PERIOD OF PERFORMANCE** is hereby deleted in its entirety and replaced with the following:

"The period of performance under this Contract for Amendment 2 will be from July 1, 2025, through June 30, 2027. Upon successful selection to receive continued funding, additional extension options may be entered into at the sole discretion of the AGENCY. Once accepted, either party may give written notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of any renewal term then in effect. Funding is not guaranteed and may require re-submission of an application.

Previous Periods of Performance under this Contract include:

- Amendment 1, period of performance was July 1, 2023, through June 30, 2025.
- Initial Contract, period of performance was September 6, 2022, through June 30, 2023."

- 2. IV. COMPENSATION**, is hereby deleted in its entirety and replaced with the following:

"Under Amendment 2 with the period of July 1, 2025, through June 30, 2027, shall be Four Hundred Twenty Thousand Dollars (\$420,000.00) unless further amended.

Compensation paid for the period starting July 1, 2023, through June 30, 2025, shall be Three Hundred Fifty Thousand Dollars (\$350,000.00).

Compensation paid for the period starting September 6, 2022, through June 30, 2023, shall be One Hundred Ten Thousand Dollars (\$110,000.00).

Subject to the provisions contained in this section, compensation shall be paid quarterly in accordance with the listed schedule, for work completed during the preceding quarter. Compensation shall be made from Grant fund monies.

| | |
|--------------------------------|---------------------------------------|
| FY26 (07/01/2025 – 06/30/2026) | Quarterly payment amount: \$67,500.00 |
| FY27 (07/01/2026 – 06/30/2027) | Quarterly payment amount: \$37,500.00 |

Total compensation payable to COUNTY for satisfactory performance of the work under this contract shall not exceed Seven Hundred Seventy Thousand Dollars (\$770,000.00) for the performance of all things necessary for, or incidental, to the performance of work as set forth in Attachment A, Special Terms and Conditions. The COUNTY's compensation for performance of work shall be in accordance with the following terms:

Payments to the COUNTY may be withheld for any quarter in which the COUNTY has not submitted the contractually required reports on the date indicated.

The COUNTY agrees to re-negotiate performance requirements if the AGENCY determines that such changes are substantial."

3. ATTACHMENT A, General Terms and Conditions, section 23

Nondiscrimination, is deleted in its entirety and replaced with the following:

"NONDISCRIMINATION"

- a. **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, Department may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any

- such suspension will remain in place until Department receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Department may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Department shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Department for default under this provision.”
4. **Attachment A, General Terms and Conditions**, section 32 Subcontracting, is deleted in its entirety and replaced with the following:

“SUBCONTRACTING

Neither the contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without first obtaining in the form of a written amendment signed by authorized representatives of both parties of this Contract.

If the Department approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, and copies of all subcontracts and records related to subcontracts. For cause, the Department in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Contractor shall submit reports in a form, system, or format to be provided by Department, and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of contracts funds expended for work performed by subcontractors, including but not limited to diverse businesses. "Subcontractors" includes subcontractors of any tier.
(Attachment D – Subcontractor Agreement)

In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties.

This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract."

5. Attachment A, General Terms and Conditions, section 42 Unlawful Discrimination is added in its entirety as follows:

"UNLAWFUL DISCRIMINATION

Under this Agreement, the contractor shall not unlawfully discriminate against members on the basis of religion, age, sex, status as a breastfeeding mother, pregnancy, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender identity, gender expression, any real or perceived sensory, mental or physical disability, use of a trained guide or service animal by a person with a disability, genetic information, status as a victim of domestic violence, sexual assault, or stalking. During the performance of this contract, the contractor shall comply with all federal and state unlawful discrimination laws, regulations and policies. In the event of the contractor's noncompliance or refusal to comply with any unlawful discrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the Department. The contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein."

[Signatures follow on next page]

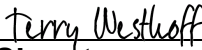
All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 2.

**ISLAND COUNTY,
WASHINGTON**

**WASHINGTON STATE DEPARTMENT
OF VETERANS AFFAIRS**

Signature

DocuSigned by:


Signature

Printed Name

Terry Westhoff

Printed Name

Title

Date

Chief Financial Officer 6/20/2025 | 13:20:02 PDT

Title **Date**

Signature

Printed Name

Title

Date

Approved as to form only by:

Signature

Title:

Printed Name

Title

Title

STATE OF WASHINGTON
DEPARTMENT OF VETERANS AFFAIRS
AMENDMENT No. 1

The Contract between the Washington State Department of Veterans Affairs (WDVA) and Island County, Post Office Box 5000, Coupeville, WA 98259 (CONTRACTOR) is amended to extend the period of performance for an additional two years, add funding, and remove COVID-19 language.

Section III. PERIOD OF PERFORMANCE, first sentence is deleted in its entirety and replaced with the following:

"The term of this Agreement shall be from **September 6, 2022** through **June 30, 2025**."

Section IV. COMPENSATION, first sentence is deleted in its entirety and replaced with the following:

"The AGENCY shall pay an amount not to exceed **Three Hundred Fifty Thousand Dollars (\$350,000.00)** for the performance of all things necessary for, or incidental to, the performance of work as set forth in Attachment A, Special Terms and Conditions, attached hereto and made a part hereof."

ATTACHMENT A, GENERAL TERMS AND CONDITIONS, Section 8.a. is hereby deleted in its entirety.

Accordingly, the effective date of this amendment is July 1, 2023 or upon execution, whichever is later. All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1.

ISLAND COUNTY

**WASHINGTON STATE DEPARTMENT
OF VETERANS AFFAIRS**


Signature

Janet St. Clair
Printed Name
Chair,
Board of County Commissioners

Title

Date 6/6/2023

DocuSigned by:

Signature

Terry Westhoff
Printed Name

Chief Financial Officer 5/19/2023 | 17:08:27 PDT

Title **Date**

WDVA CONTRACT 305E-22-102

CONTRACT NO. 305E-22-102

Client Services Contract

between the

State of Washington

Department of Veterans Affairs

and

ISLAND COUNTY

This Contract is made and entered into by and between the state of Washington, Department of Veterans Affairs, hereinafter referred to as the "AGENCY", and Island County, Post Office Box 5000, Coupeville, Washington 98239, hereinafter referred to as "COUNTY."

I. PURPOSE

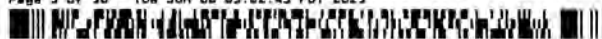
The purpose of this agreement is to provide information, referral services, and assistance to veterans and their family members in submitting claims applications for the various veterans' benefits to which they may be entitled. The claims work produced under this agreement will be processed through the "Claims Quality-Assurance Program". This will ensure that all claims are submitted to the U.S. Department of Veterans Affairs, hereinafter referred to as VA, in a "Substantially Complete" status, and that all efforts have been made to support claims that will result in a favorable VA decision on behalf of the claimant. The "Claims Quality-Assurance Program" applies to all AGENCY contracts and agreements, and this uniformly applied practice of Contracted Quality Assurance will result in verifiable performance and result in an overall shortened claim processing time for the VA; and will maximize the veterans' benefits within the state.

II. SCOPE OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the COUNTY, and specific obligations of both parties.
- B. The COUNTY will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Attachment B *Statement of Work*.
- C. Attachment C, attached hereto and incorporated by reference, contains the Business Associate Agreement, which ensures that Protected Health Information (PHI) is appropriately safeguarded
- D. Attachment D, attached hereto and incorporated by reference, contains the Sample Claims Transmittal Cover Sheet
- E. Attachment E, attached hereto and incorporated by reference, contains the Billing Document.

III. PERIOD OF PERFORMANCE

The term of this Agreement shall be from August 3, 2022, or date of execution, through June 30, 2023. Upon the expiration of the initial term, this Agreement may be renewed for two (2) additional



WDVA CONTRACT 305E-22-102

one (1) year periods; but, only upon successful selection to receive continued funding for each additional year. Once accepted, either party may give written notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of the initial term or any renewal term then in effect. Funding past the initial term is not guaranteed and may require re-submission of an application.

IV. COMPENSATION

The AGENCY shall pay an amount not to exceed One-hundred Ten Thousand Dollars (\$110,000.00) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Special Terms and Conditions, attached hereto and made a part hereof. The COUNTY's compensation for performance of work shall be in accordance with the following terms:

Subject to the provisions contained in this section, compensation shall be paid quarterly in the amount not to exceed Thirty Thousand Dollars (\$30,000.00), for work completed during the preceding quarter. Compensation shall be made from Grant fund monies.

Payments to the COUNTY may be withheld for any quarter in which the COUNTY has not submitted the contractually required reports on the date indicated.

The COUNTY agrees to re-negotiate performance requirements if the AGENCY determines that such changes are substantial.

V. BILLING PROCEDURES AND PAYMENT

The AGENCY will pay COUNTY upon receipt of a billing Invoice package that consists of an Invoice and other reporting requirements. A hard copy of the Invoice shall be submitted with original signatures. Other reporting forms shall be submitted electronically.

The invoice shall include the contract reference number **305E-22-102**.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

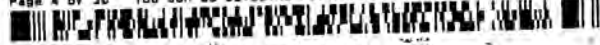
VI. INVOICING PROCEDURES

Within 7 calendar days of the conclusion of each quarter, the COUNTY shall submit an invoice on Voucher Distribution Form DVA19-1A, as shown in Attachment E, to the attention of the AGENCY's Veterans Services Administrator. All invoices are subject to approval by the AGENCY's Veterans Services Administrator, or designee, prior to payment. All invoices must accurately reference the Contract Number appearing on the front of this Contract. Mail or email invoice to:

Washington Department of Veterans Affairs
ATTN: Steven J. Gill, Veteran Services Administrator
P.O. Box 41150
Olympia, WA 98504-1150
stevenj@dva.wa.gov

Payment shall be considered timely if made by the AGENCY within thirty days (30) after receipt of properly completed invoices. Payment shall be sent to the address designated by the COUNTY.

The AGENCY may, in its sole discretion, terminate this Contract or withhold payments claimed by COUNTY for services rendered if COUNTY fails to satisfactorily comply with any term or condition of this Contract. The AGENCY shall make no payments in advance or in anticipation of work to be provided under this Contract.



WDVA CONTRACT 305E-22-102

The AGENCY shall not pay any claims for payment for work submitted more than twelve (12) months after the calendar month in which the work was performed.

DUPLICATION OF BILLED COSTS: The COUNTY shall not bill the AGENCY for services performed under this Contract, and the AGENCY shall not pay the COUNTY, if the COUNTY is entitled to payment or has been or will be paid by any other source, including grants, for that service.

DISALLOWED COSTS: The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization.

The COUNTY warrants that the cost charged for services under the terms of this Contract are not in excess of those charged any other client for the same services performed by the same individuals.

The activities pursuant to and in consideration of this Contract will in no way alter or attenuate the role of COUNTY as advocate for the Veteran. The ultimate responsibility remains to the veteran in all actions taken in support of his or her petition for benefits. Nor will it be construed to obviate or mitigate the responsibility of the US Department of Veterans Affairs to fulfill its legal obligations including duty to notify, duty to inform, and duty to assist veterans in the prosecution of a claim for benefits. Furthermore, the provisions of this Contract do not establish the COUNTY as an agent of the Department of Veterans Affairs. All provisions contained herein will comply with Federal and State Privacy and Disclosure Acts

VII. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

| COUNTY Contract Manager Information | DEPARTMENT Contract Manager Information |
|--|--|
| Lynda Austin, Director of Human Services Island County PO Box 5000 Coupeville, WA 98239 Phone : (360) 678-7996 Fax: (360) 679-7377 Email address: l.austin@islandcountywa.gov | Steven J. Gill, Veterans Services Administrator Department of Veterans Affairs P.O. Box 41155 Olympia, WA 98504-1155 Phone: (360) 725-2235 Email address: steveng@dva.wa.gov |

VIII. INSURANCE

The COUNTY shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the COUNTY or subcontractor, or agents of either, while performing under the terms of this contract.

The COUNTY shall provide Insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- A. The COUNTY shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover subcontractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the AGENCY and COUNTY. A certificate of insurance naming the AGENCY and COUNTY, its elected officials, officers, employees and/or volunteers as additional insured's and naming the



WDVA CONTRACT 305E-22-102

AGENCY and COUNTY as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the AGENCY of cancellation of the Insurance policy is required. The subcontractor's insurance shall be primary. Any insurance or self-insurance maintained by the AGENCY and COUNTY, its officers, officials, employees or volunteers shall be excess of subcontractor's insurance and shall not contribute to it.

Additionally, the COUNTY is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. The insurance required shall be issued by an Insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. COUNTY shall instruct the insurers to give DEPARTMENT thirty (30) calendar days advance notice of any insurance cancellation.

COUNTY shall submit to DEPARTMENT within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. COUNTY shall submit renewal certificates as appropriate during the term of the contract.

IX. ASSURANCES

DEPARTMENT and the COUNTY agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

X. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Attachment A – General Terms and Conditions
4. Attachment B – Statement of Work
5. Attachment C - Business Associate Addendum;
6. Attachment D - Reporting Documents;
7. Attachment E - Billing Document
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

XI. ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

XII. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.



WDVA CONTRACT 305E-22-102

XIII. APPROVAL

This contract shall be subject to the written approval of the DEPARTMENT'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

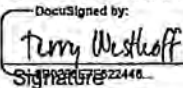
THIS CONTRACT, consisting of five (5) pages and five (5) attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

ISLAND COUNTY
Signature

Melanic Bacon
Printed Name

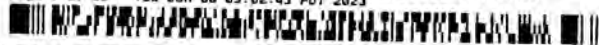
Chair, Board of 9/6/22
Title County Commissioners Date

**WASHINGTON STATE DEPARTMENT OF
VETERANS AFFAIRS**

DocuSigned by:

Signature

Terry Westhoff
Printed Name
Chief Financial Officer

7/28/2022 | 12:41:04 PDT
Title Date



ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Department of Veterans Affairs of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CLIENT" shall mean individual receiving services under this contract.
- D. "COUNTY" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the COUNTY.
- E. "CONTRACTING OFFICER" shall mean that individual authorized to execute this agreement on behalf of the AGENCY.
- F. "PERSONAL INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "SUBCONTRACTOR" shall mean one not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- H. "SUBRECIPIENT" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes COUNTY'S that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. ACCESS TO DATA

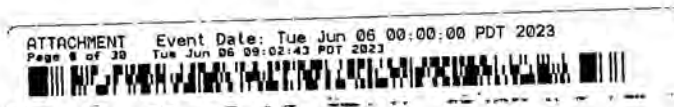
The ' shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY'S reports, including computer models and methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.



5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the COUNTY without prior written consent of the AGENCY.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

- a. COVID-19 Vaccination Requirement. Contractor shall abide by the vaccination requirements of Governor Jay Inslee's Proclamation 21-14.1. Contractor Staff who are reasonably likely or contractually obligated to engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by DVA after October 18, 2021 must be fully vaccinated against COVID-19. Contractor shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement in the Governor's Order. Contractor shall follow the requirements for granting disability and religious accommodations to Contractor's Staff that apply to State Agencies under the Governor's Order. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DVA. Contractor shall cooperate with any investigation or inquiry DVA makes into the employer's compliance with these requirements, including by providing information and records upon request, except any information or records that the employer is prohibited by law from disclosing.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The COUNTY shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the COUNTY terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the



Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the COUNTY in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the COUNTY as it could pursue in the event of a breach of the contract by the COUNTY. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, COUNTY hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, COUNTY hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The COUNTY warrants and represents that COUNTY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

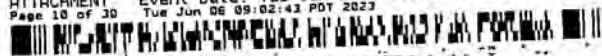
The COUNTY shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the COUNTY with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the COUNTY.

12. COVENANT AGAINST CONTINGENT FEES

The COUNTY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the COUNTY for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the COUNTY, to annul this contract without liability or, in its discretion, to deduct from the contract price or



consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DISALLOWED COSTS

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

14. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

A. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the COUNTY'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

B. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

C. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

D. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. DUPLICATE PAYMENT

The AGENCY shall not pay the COUNTY, if the COUNTY has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, COUNTY shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness,



WDVA CONTRACT 305E-22-102

disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

COUNTY'S obligations to indemnify, defend, and hold harmless includes any claim by COUNTY'S agents, employees, representatives, or any subcontractor or its employees.

COUNTY expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to COUNTY'S or any subcontractor's performance or failure to perform the contract. COUNTY'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

COUNTY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

18. INDEPENDENT CAPACITY OF THE COUNTY

The parties intend that an independent contractor relationship will be created by this contract. The COUNTY and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The COUNTY will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the COUNTY.

19. INDUSTRIAL INSURANCE COVERAGE

The COUNTY shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the COUNTY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the COUNTY the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the COUNTY to the accident fund from the amount payable to the COUNTY by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the COUNTY.

20. LICENSING, ACCREDITATION AND REGISTRATION

The COUNTY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

21. LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the COUNTY'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the COUNTY may be declared ineligible for further



contracts with the AGENCY. The COUNTY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. NONDISCRIMINATION

During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination laws, regulations and policies.

24. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. COUNTY shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. COUNTY and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The COUNTY agrees to indemnify and hold harmless the AGENCY for any damages related to the COUNTY'S unauthorized use of personal information.

25. PUBLICITY

The COUNTY agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The COUNTY agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

26. RECORDS MAINTENANCE

The COUNTY shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

COUNTY shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

The COUNTY shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.



28. RIGHT OF INSPECTION

The COUNTY shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on AGENCY premises, COUNTY, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING

Neither the COUNTY nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the COUNTY to the AGENCY for any breach in the performance of the COUNTY's duties. This clause does not include contracts of employment between the COUNTY and personnel assigned to work under this contract.

Additionally, the COUNTY is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. COUNTY and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

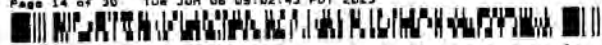
33. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the COUNTY or its staff shall be the sole responsibility of the COUNTY.

34. TERMINATION FOR CAUSE

In the event the AGENCY determines the COUNTY has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the COUNTY in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the COUNTY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original



contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the COUNTY or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the COUNTY: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

35. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

36. TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the COUNTY to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the COUNTY the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the COUNTY and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the COUNTY such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the COUNTY shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;



- C. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the COUNTY under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
- F. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- G. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the COUNTY and in which the AGENCY has or may acquire an interest.

37. TREATMENT OF ASSETS

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the COUNTY, for the cost of which the COUNTY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the COUNTY. Title to other property, the cost of which is reimbursable to the COUNTY under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the COUNTY shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The COUNTY shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the COUNTY or which results from the failure on the part of the COUNTY to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the COUNTY shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The COUNTY shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the COUNTY under this clause shall also include COUNTY'S employees, agents or SUBCONTRACTORS.

38. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN)

and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide County files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

39. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

40. COUNTY REPRESENTATIONS AND WARRANTIES

COUNTY makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, COUNTY cannot make such representations and warranties, COUNTY shall not perform and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

41. WAGE VIOLATIONS

COUNTY represents and warrants as of the effective date of this Contract and at the time of performance pursuant to this Contract that neither it nor its principals or affiliates are presently nor have been determined by a final binding citation of the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to be in willful violation or have willfully violated state wage law, as defined in RCW 49.48.082, any provisions of RCW chapters 49.46, 49.48, or 49.52 within the past three (3) years. If, at the time of performance, COUNTY cannot make such representation and warranty, COUNTY shall not perform and shall, within three (3) business days notify AGENCY, in writing, of such breach.

42. SUSPENSION & TERMINATION for CHANGE in FUNDING and/or NON-ALLOCATION of FUNDS

As a general rule, the Washington State Constitution (Article 8, Section 4) and state law (RCW 43.88.130 and RCW 43.88.290) prohibit expenditures or commitments of federal, state or other funds in the absence of appropriations of such funds by the Legislature. Without a budget appropriation, agencies cannot expend funds nor incur liabilities after the end of the State's fiscal biennium. The Washington State Department of Veterans Affairs (WDVA) will in cases where there is an absence of appropriations, at its sole discretion, suspend the Contract until such time the funding is approved. Once the Legislature subsequently passes the budgets and they are signed into law or other such



WDVA CONTRACT 305E-22-102

funding is resumed, the Contract will automatically be active and all of the terms within would remain in full force and effect.

Should COUNTY be willing to suspend the contract, COUNTY will need to suspend delivery of goods or the performance of services until after the budget or funds for this Contract have been enacted. Any goods delivered and services performed during the agreed suspension are solely at COUNTY's risk.

If COUNTY is unwilling to allow the WDVA to suspend the contract, this clause serves as notification that the WDVA is exercising our right to terminate the Contract at midnight on June 30th at the end of the State's fiscal biennium, if the budgets listed above have not been enacted into law.

If COUNTY is unwilling to accept suspension of the contract and instead desire the WDVA to terminate the contract for convenience, contact the WDVA. The termination will be effective at midnight on June 30th at the end of the State's fiscal biennium, unless cancelled in the event that budgets are enacted prior to that date and time.

If contract is terminated a re-procurement shall take place pursuant to laws and policies currently in place which may result in a contract award for these same goods/services with another COUNTY.

If the Contract is suspended or terminated as provided in this Section: (1) the WDVA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the COUNTY shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension

This section shall not be construed to permit WDVA to terminate this Contract, or COUNTY to terminate any Work Order, in order to acquire similar Services from a third party.



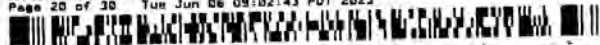
**ATTACHMENT B
STATEMENT OF WORK**

- A. The COUNTY will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
1. The COUNTY understands and shall comply with the following section of Title 38, Code of Federal Regulations Part 14.628(d)(2)(i) "...neither the organization nor its accredited representatives will charge or accept a fee or gratuity for service to a claimant..."
 2. The COUNTY shall designate a "County Veteran Service Officer" who will become a VA "Accredited Veteran Service Organization Representative" accredited by the AGENCY under Title 38, Code of Federal Regulations Part 14.629. The County Veteran Service Officer must be a paid employee of the COUNTY working for it not less than 1,000 hours annually.
 3. The COUNTY shall submit all VA claims produced to the AGENCY "Claims Quality-Assurance Officer" for quality-assurance (Q-A) and entry into the AGENCY'S VA claims system otherwise by the AGENCY'S Veterans Services Administrator or designee. The COUNTY shall support the Quality-Assurance Program process by ensuring that each claim is submitted in a "Substantially Complete" status. All VA claims shall be submitted with the AGENCY appointed as the claimant's veteran service organization representative.
 4. The COUNTY shall submit all claims to the AGENCY'S Claims Quality-Assurance Officer through the AGENCY'S VA claims system unless directed otherwise by the AGENCY'S Veterans Services Administrator or designee.
 5. The COUNTY agrees to work with the AGENCY's Veterans Services Administrator or designee should modification of activities be deemed necessary to adequately provide quality service for veterans and their family members.
 6. The COUNTY shall support the AGENCY's contracted local Post Traumatic Stress Disorder (PTSD) counselors in the form of information assistance and referral services as appropriate. All PTSD referrals will be handled in a confidential manner.
 7. The COUNTY shall maintain current resource materials for veterans' benefits information and claims development.
 8. The COUNTY shall be evaluated based on the approval rate or "Batting Average" of the VA claims that they submit. The goal of the COUNTY shall be to maintain a "Batting Average" 80% or higher for all VA claims.
- B. The AGENCY will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:



WDVA CONTRACT 305E-22-102

1. The AGENCY shall provide training for the COUNTY's designated County Veteran Service Officer related to veterans' benefits and entitlement and the VA claims process. This training may include but shall not be limited to:
 - a. The Basic Training Course for Veterans Benefits developed by the National Veterans Legal Services Program;
 - b. Training Responsibly Involvement in Preparation of Claims (TRIP) developed by the VA;
 - c. Veteran service organization training conferences; and
 - d. Direct training with AGENCY representatives.
 2. The AGENCY shall provide VA Accreditation as a Veteran Service Organization Representative under Title 38, Code of Federal Regulations Part 14.629 as a County Veteran's Service Officer.
 3. The AGENCY shall provide licensed assess to its VA claims system (web-based) to the County Veteran Service Officer.
 4. The AGENCY shall maintain a report of the COUNTY's VA claims approval rating or "Batting Average". This report will be provided to the COUNTY on a quarterly basis.
 5. The AGENCY shall represent the VA appeals for veterans or claimants under the AGENCY's VA Power of Attorney (POA) through the AGENCY's "Appeals-Management Process" program.
- C. The activities pursuant to and in consideration of this agreement will in no way alter or attenuate the role of COUNTY as advocate for the veteran. The ultimate responsibility remains on the veteran in all actions taken in support of his or her petition for benefits. Nor will it be construed to obviate or mitigate the responsibility of the US Department of Veterans Affairs to fulfill its legal obligations including duty to notify, duty to inform, and duty to assist veterans in the prosecution of a claim for benefits. Furthermore, the provisions of this agreement do not establish the COUNTY as an agent of the Department of Veterans Affairs. All provisions contained herein will comply with Federal and State Privacy and Disclosure Acts.



ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into by and between Washington State Department of Veterans Affairs ("Covered Entity"), and Island County ("Business Associate").

RECITALS:

- A. Covered Entity, including facilities/agencies owned and operated by Covered Entity, is designated as a "Covered Entity," as defined by the federal Health Insurance Portability and Accountability Act of 1996 and its promulgating regulations ("HIPAA"), and as amended by the regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act ("HITECH").
- B. Business Associate has an underlying business relationship ("Underlying Contract") with Covered Entity, in which Business Associate performs functions or activities, or provides certain services, on behalf of Covered Entity.
- C. In the course of providing such services, Business Associate may have access to, receive from, maintain, transmit, create, and/or receive on behalf of Covered Entity, Protected Health Information ("PHI").
- D. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement and in order to comply with HIPAA and its implementing regulations including the Privacy Rule (defined below), the Security Rule (defined below) and the Breach Notification Rule (defined below).

NOW, THEREFORE, in consideration of these recitals and the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate, intending to be legally bound, agree as follows:

AGREEMENT:

I. DEFINITIONS

- A. "Breach" shall have the meaning given to such term at 45 C.P.R. § 164.402.
- B. "Breach Notification Rule" shall mean the rule related to breach notification for Unsecured Protected Health Information at 45 C.P.R. Parts 160 and 164.
- C. "Electronic protected health information" or ("EPHI") shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.P.R. §



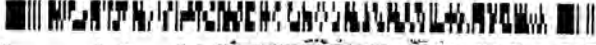
160.103 limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- D. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules.
- E. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.P.R. Parts 160 and Part 164, Subparts A and E.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such phrase under the Privacy and Security Rules at 45 C.P.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- G. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.P.R. § 164 Subparts A and
- H. "Unsecured PHI" shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.P.R. § 164.402.
- I. Other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy, Security or Breach Notification Rules and the Underlying Contract. Where there is a conflict between meanings in either this Agreement together with the Privacy, Security or Breach Notification Rules and the Underlying Contract, then the meanings in this Agreement together with the Privacy, Security or Breach Notification Rules shall govern.

II. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

A. Obligations of Business Associate. Business Associate shall:

1. Not use or disclose PHI other than as permitted or required by the Underlying Contract or as required by law;
2. Not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Agreement, provided that if Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule pursuant to the Underlying Contract, Business Associate shall fully comply with the Privacy Rule requirements that would apply to Covered Entity in the performing those obligations;
3. Use appropriate safeguards, and comply with the Security Rule at Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;



4. Report to Covered Entity immediately, and in no case later than five (5) calendar days of Business Associate's discovery, any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, any Breaches of Unsecured PHI as required at 45 CFR 164.410, any security incident of which it becomes aware, or any breach as such may be defined under relevant state data breach laws ("State Law Breach"). Any notice of a Breach or State Law Breach referenced in this Section IV will include the results of the risk assessment of whether there is a low probability that the PHI has been compromised based on the required factors set forth in 45 CFR 164.402 if the Breach is discovered on or after September 23, 2013, and to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during such Breach. Notwithstanding anything set forth in this Agreement or the Underlying Contract, Business Associate shall be responsible for the cost of the risk assessment and any breach mitigation expenses and shall indemnify, defend and hold Covered Entity and its officers, directors, affiliates, employees, agents, successors and assigns harmless, from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs, expenses incurred in notifying individuals, the media or government agencies in connection therewith) and any judgments, settlements, court costs and reasonable attorneys' fees actually incurred (collectively, "Breach Claims") arising from or related to: (i) the use or disclosure of PHI in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Law Breach. If Business Associate assumes the defense of a Breach Claim, Covered Entity shall have the right, at its expense, to participate in the defense of such Breach Claim. Business Associate shall not take any final action with respect to any Breach Claim without the prior written consent of Covered Entity. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its agents and subcontractors in furnishing the services as if they were the Business Associate's own acts, failures or omissions;
5. Make available PHI in a designated record set to Covered Entity in the form and format as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524 within five (5) business days of receiving a request from Covered Entity;
6. Provide access, at the request of Covered Entity, and in no case later than five (5) business days after such request, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual or third party designated by the Individual, in the form or format requested if it is readily producible in such form or format in order for the Covered Entity to meet the requirements under the Privacy Rule;



7. Make any PHI contained in a Designated Record Set available to Covered Entity (or an Individual as directed by Covered Entity) within five (5) business days of a request for purposes of amendment per 45 C.F.R. §164.526. If an Individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to Covered Entity within two business days;
8. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.528. If an accounting of disclosures is requested by an individual directly to Business Associate, the Business Associate will forward the request to Covered Entity within two (2) business days;
9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s) and to the extent any such obligations involve disclosures of PHI to health plans, comply with the requirements of 45 C.F.R. 164.522 regarding requested restrictions on health plan disclosures;
10. Make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary of HHS and to Covered Entity for purposes of determining Covered Entity's compliance with the HIPAA Rules;
11. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by 45 C.F.R. Part 164 Subpart C ("Security Rule"). With respect to EPHI, Business Associate shall comply with all applicable state laws governing information security breaches;
12. Ensure that any agents and Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that any agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect EPHI.
13. To the extent permitted by law, cooperate with Covered Entity to ensure that legal process conforms with the applicable requirements of the HIPAA Rules, or, if necessary in Covered Entity's opinion, obtain a qualified protective order to limit or prevent the disclosure of PHI in the event of the receipt of a subpoena, court or administrative order or other discovery request.



B. Permitted Uses or Disclosures by Business Associate. Business Associate may use or disclose PHI only:

1. As necessary to perform the services set forth in the Underlying Contract, provided that Business Associate must be specifically authorized in writing by an authorized representative of Covered Entity to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c);
2. As required by law;
3. If uses and disclosures and requests for PHI are consistent with Covered Entity's minimum necessary policies and procedures;
4. In a manner that would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may use PHI to carry out the legal responsibilities of the Business Associate only if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
5. To provide data aggregation services relating to the health care operations of Covered Entity only if authorized to do so in the Underlying Contract.

C. Covered Entity Privacy Practices and Restrictions.

1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.



III. TERM AND TERMINATION.

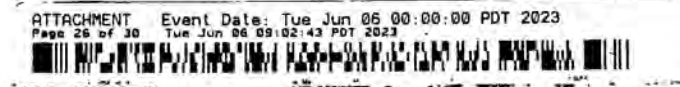
- A. Term. This Agreement shall be effective as of the date set forth above and shall continue until Business Associate ceases to perform the services defined in the Underlying Contract.
- B. Termination for Cause. Covered Entity may immediately terminate this Agreement in the event that Business Associate materially breaches any provision of this Agreement or the Underlying Contract.

In its sole discretion, Covered Entity may permit Business Associate the opportunity to cure or to take substantial steps to cure such material breach to Covered Entity's satisfaction within thirty (30) days after receipt of written notice from Covered Entity.

- C. Obligations of Business Associate upon Termination. Upon the expiration or termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, shall:
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity or destroy all PHI in any form, including such information in possession of Business Associate's Subcontractors, and retain no copies, if it is feasible to do so;
 3. If return or destruction is not feasible, extend all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to only those purposes that make the return or destruction of the PHI infeasible;
 4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth above in section B under "Permitted Uses and Disclosures by Business Associate" which applied prior to termination.
 5. Return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

This provision and the breach reporting provisions in Section II (A) (4) shall survive the termination or expiration of this Agreement and/or any Underlying Contract.

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IV. MISCELLANEOUS.

- A. Amendment. Amendments to this Agreement may be necessary to comply with modifications to the HIPAA Rules. Covered Entity and Business Associate agree to use good-faith efforts to develop and execute any amendments to this Agreement as may be required for compliance the HIPAA Rules. This Agreement may be amended or modified only in writing signed by Covered Entity and Business Associate.
- B. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- C. Independent Contractor. For purpose of its obligations under this Agreement, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.
- D. Limited Liability Exclusion. To the extent that Business Associate has limited its liability under the terms of the Underlying Contract, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
- E. Equitable Remedies. Business Associate stipulates that its unauthorized use or disclosure of PHI would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
- F. Ownership of PHI. Under no circumstances shall Business Associate be deemed in any request to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
- G. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein actually confer, upon any person other than Covered Entity, Business Associate and, to the extent specified above, their respective parent entities, subsidiaries, affiliates, facilities, insurers, employees, directors, officers, subcontractors, agents or other members of their respective workforces, successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.



- I. Assignment. Neither Party may assign (whether by operating or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- J. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile or electronic signatures shall be treated as original signatures.
- K. Construction. This Agreement shall be construed as broadly as necessary to implement and comply with the HIPAA Rules. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement as of the date first set forth above.

ISLAND COUNTY



Signature

Melanie Bacon

Printed Name

Chair 9/6/22

Title Date

**DEPARTMENT OF VETERANS
AFFAIRS**

DocuSigned by:

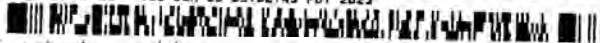

Signature

Terry Westhoff

Printed Name

Chief Financial Officer 7/28/2022 | 12:41:04 PDT

Title Date



ATTACHMENT D

REPORTING DOCUMENTSWashington State Department of Veterans Affairs Claims Transmittal Cover Sheet
(SAMPLE ONLY)**Washington State Department of Veterans Affairs****Claims Transmittal Cover Sheet**To: Washington State Department of Veterans Affairs Seattle Office
Email Address: Claims.Pension@va.govAttention: Claims Pension
FAX: (206) 341-4656

Veteran:

Claimant:

SSN / CE:

Address:

Phone #:

Type of Claim

- ☐ **EDC (Fully Developed Claim)**
☐ 010 – Initial Comp 8 or More Issues
☐ 020 – Reopened Claim
☐ 020 – Adding New Issue
☐ 140 – Initial Death Compensation
☐ 180 – Initial Disability Pension
☐ 170 – Appeal Documents
☐ OIF / OEF

- ☐ **Electronic Submissions (SEP)**
☐ 110 – Initial Comp 7 or Less Issues
☐ 120 – Reopened Pension Claim
☐ 020 – Requesting Increase
☐ 160 – Plot and Burial Benefits
☐ 190 – Initial Death Pension
☐ Homeless Veterans

☐**Issues**

1. _____
2. _____
3. _____
4. _____
5. _____

6. _____
7. _____
8. _____
9. _____
10. _____

The Enclosed Forms / Materials are Submitted in Support of the Above Veterans Claim:

- | | | | |
|-----------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/> 120-572 | <input type="checkbox"/> 21-4138 | <input type="checkbox"/> 21-534 | <input type="checkbox"/> OPR's |
| <input type="checkbox"/> 21-0779 | <input type="checkbox"/> 21-4140-1 | <input type="checkbox"/> 21-686c | <input type="checkbox"/> OSTR's |
| <input type="checkbox"/> 21-0781 | <input type="checkbox"/> 21-4143 | <input type="checkbox"/> 21-8416 | <input type="checkbox"/> Vet Statement |
| <input type="checkbox"/> 21-0781a | <input type="checkbox"/> 21-4192 | <input type="checkbox"/> 21-8940 | <input type="checkbox"/> Marriage Certificate |
| <input type="checkbox"/> 21-0845 | <input type="checkbox"/> 21-21-4502 | <input type="checkbox"/> 72-1900 | <input type="checkbox"/> Death Certificate |
| <input type="checkbox"/> 21-0847 | <input type="checkbox"/> 21-526 | <input type="checkbox"/> DBQ's | <input type="checkbox"/> _____ |
| <input type="checkbox"/> 21-22 | <input type="checkbox"/> 21-526b | <input type="checkbox"/> Buddy statement | <input type="checkbox"/> _____ |
| <input type="checkbox"/> 21-2680 | <input type="checkbox"/> 21-527EZ | <input type="checkbox"/> DD-314 | <input type="checkbox"/> _____ |
| <input type="checkbox"/> WDVA 055 | <input type="checkbox"/> 21-530 | <input type="checkbox"/> E-Benefits APP | |

Service Officer:

Date:

QA Officer:

Date:

REV 12/16/2013



WDVA CONTRACT 305E-22-102

ATTACHMENT E
BILLING DOCUMENTS

Voucher Distribution Form DVA19-1A

| | | | | | |
|--|--|----------------------|--|--|--|
| WASHINGTON STATE DEPARTMENT OF VETERANS AFFAIRS | | WDVA | | AGENCY USE ONLY | |
| DVA19-1A | | VOUCHER DISTRIBUTION | | 3050 | |
| AGENCY NAME WASHINGTON DEPARTMENT OF VETERANS AFFAIRS 1102 Quince St SE PO BOX 41150 OLYMPIA, WA 98504-1150 VENDOR OR CLAIMANT (Warrant is to be payable to:) | | | | INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. State complete detail for each item. Vendor's Certificate: I hereby certify under penalty that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam war or disabled veterans status. | |
| CONTRACTOR ADDRESS ADDRESS PHONE NUMBER | | | | By: _____ (SIGN IN INK) _____ (TITLE) _____ (DATE) | |
| FED TAX ID # | | | | AGENCY APPROVAL | |
| Date Description For Services Rendered under Contract No. _____ for the month of: 20 (See ATTACHED DVA FORMS 047A, 047B & 047C) | | | | Quantity Unit Unit Price Amount For Agency Use Only | |
| <div style="border: 1px solid black; padding: 10px; display: inline-block;"> <h1 style="margin: 0;">SAMPLE ONLY - DO NOT USE</h1> </div> | | | | | |
| DOC INPUT DATE | | CURRENCT DOC. NO. | | REFERENCE DOC. NO. | |
| ACCOUNT NO. | | VENDOR MESSAGE | | VENDOR NUMBER | |
| SIGNATURE OF ACCOUNTING PREPARER FOR PAYMENT | | DATE | | WARRANT TOTAL | |
| ACCOUNTING APPROVAL FOR PAYMENT | | DATE | | WARRANT NO. | |



CONTRACT NO. 305E-22-102
Client Services Contract
between the
State of Washington
Department of Veterans Affairs
and
ISLAND COUNTY

This Contract is made and entered into by and between the state of Washington, Department of Veterans Affairs, hereinafter referred to as the "AGENCY", and Island County, Post Office Box 5000, Coupeville, Washington 98239, hereinafter referred to as "COUNTY."

I. PURPOSE

The purpose of this agreement is to provide information, referral services, and assistance to veterans and their family members in submitting claims applications for the various veterans' benefits to which they may be entitled. The claims work produced under this agreement will be processed through the "Claims Quality-Assurance Program". This will ensure that all claims are submitted to the U.S. Department of Veterans Affairs, hereinafter referred to as VA, in a "Substantially Complete" status, and that all efforts have been made to support claims that will result in a favorable VA decision on behalf of the claimant. The "Claims Quality-Assurance Program" applies to all AGENCY contracts and agreements, and this uniformly applied practice of Contracted Quality Assurance will result in verifiable performance and result in an overall shortened claim processing time for the VA; and will maximize the veterans' benefits within the state.

II. SCOPE OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the COUNTY, and specific obligations of both parties.
- B. The COUNTY will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Attachment B *Statement of Work*.
- C. Attachment C, attached hereto and incorporated by reference, contains the Business Associate Agreement, which ensures that Protected Health Information (PHI) is appropriately safeguarded
- D. Attachment D, attached hereto and incorporated by reference, contains the Sample Claims Transmittal Cover Sheet
- E. Attachment E, attached hereto and incorporated by reference, contains the Billing Document.

III. PERIOD OF PERFORMANCE

The term of this Agreement shall be from August 3, 2022, or date of execution, through June 30, 2023. Upon the expiration of the initial term, this Agreement may be renewed for two (2) additional

WDVA CONTRACT 305E-22-102

one (1) year periods; but, only upon successful selection to receive continued funding for each additional year. Once accepted, either party may give written notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of the initial term or any renewal term then in effect. Funding past the initial term is not guaranteed and may require re-submission of an application.

IV. COMPENSATION

The AGENCY shall pay an amount not to exceed One-hundred Ten Thousand Dollars (\$110,000.00) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Special Terms and Conditions, attached hereto and made a part hereof. The COUNTY's compensation for performance of work shall be in accordance with the following terms:

Subject to the provisions contained in this section, compensation shall be paid quarterly in the amount not to exceed Thirty Thousand Dollars (\$30,000.00), for work completed during the preceding quarter. Compensation shall be made from Grant fund monies.

Payments to the COUNTY may be withheld for any quarter in which the COUNTY has not submitted the contractually required reports on the date indicated.

The COUNTY agrees to re-negotiate performance requirements if the AGENCY determines that such changes are substantial.

V. BILLING PROCEDURES AND PAYMENT

The AGENCY will pay COUNTY upon receipt of a billing Invoice package that consists of an Invoice and other reporting requirements. A hard copy of the Invoice shall be submitted with original signatures. Other reporting forms shall be submitted electronically.

The invoice shall include the contract reference number **305E-22-102**.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

VI. INVOICING PROCEDURES

Within 7 calendar days of the conclusion of each quarter, the COUNTY shall submit an invoice on Voucher Distribution Form DVA19-1A, as shown in Attachment E, to the attention of the AGENCY's Veterans Services Administrator. All invoices are subject to approval by the AGENCY's Veterans Services Administrator, or designee, prior to payment. All invoices must accurately reference the Contract Number appearing on the front of this Contract. Mail or email invoice to:

Washington Department of Veterans Affairs
ATTN: Steven J. Gill, Veteran Services Administrator
P.O. Box 41150
Olympia, WA 98504-1150
stevenj@dva.wa.gov

Payment shall be considered timely if made by the AGENCY within thirty days (30) after receipt of properly completed invoices. Payment shall be sent to the address designated by the COUNTY.

The AGENCY may, in its sole discretion, terminate this Contract or withhold payments claimed by COUNTY for services rendered if COUNTY fails to satisfactorily comply with any term or condition of this Contract. The AGENCY shall make no payments in advance or in anticipation of work to be provided under this Contract.

WDVA CONTRACT 305E-22-102

The AGENCY shall not pay any claims for payment for work submitted more than twelve (12) months after the calendar month in which the work was performed.

DUPLICATION OF BILLED COSTS: The COUNTY shall not bill the AGENCY for services performed under this Contract, and the AGENCY shall not pay the COUNTY, if the COUNTY is entitled to payment or has been or will be paid by any other source, including grants, for that service.

DISALLOWED COSTS: The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization.

The COUNTY warrants that the cost charged for services under the terms of this Contract are not in excess of those charged any other client for the same services performed by the same individuals.

The activities pursuant to and in consideration of this Contract will in no way alter or attenuate the role of COUNTY as advocate for the Veteran. The ultimate responsibility remains to the veteran in all actions taken in support of his or her petition for benefits. Nor will it be construed to obviate or mitigate the responsibility of the US Department of Veterans Affairs to fulfill its legal obligations including duty to notify, duty to inform, and duty to assist veterans in the prosecution of a claim for benefits. Furthermore, the provisions of this Contract do not establish the COUNTY as an agent of the Department of Veterans Affairs. All provisions contained herein will comply with Federal and State Privacy and Disclosure Acts

VII. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

| COUNTY Contract Manager Information | DEPARTMENT Contract Manager Information |
|--|--|
| Lynda Austin, Director of Human Services Island County PO Box 5000 Coupeville, WA 98239 Phone : (360) 678-7996 Fax: (360) 679-7377 Email address: l.austin@islandcountywa.gov | Steven J. Gill, Veterans Services Administrator Department of Veterans Affairs P.O. Box 41155 Olympia, WA 98504-1155 Phone: (360) 725-2235 Email address: steveng@dva.wa.gov |

VIII. INSURANCE

The COUNTY shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the COUNTY or subcontractor, or agents of either, while performing under the terms of this contract.

The COUNTY shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- A. The COUNTY shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover subcontractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the AGENCY and COUNTY. A certificate of insurance naming the AGENCY and COUNTY, its elected officials, officers, employees and/or volunteers as additional insured's and naming the



WDVA CONTRACT 305E-22-102

AGENCY and COUNTY as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the AGENCY of cancellation of the insurance policy is required. The subcontractor's insurance shall be primary. Any insurance or self-insurance maintained by the AGENCY and COUNTY, its officers, officials, employees or volunteers shall be excess of subcontractor's insurance and shall not contribute to it.

Additionally, the COUNTY is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. COUNTY shall instruct the insurers to give DEPARTMENT thirty (30) calendar days advance notice of any insurance cancellation.

COUNTY shall submit to DEPARTMENT within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. COUNTY shall submit renewal certificates as appropriate during the term of the contract.

IX. ASSURANCES

DEPARTMENT and the COUNTY agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

X. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

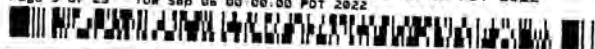
1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Attachment A – General Terms and Conditions
4. Attachment B – Statement of Work
5. Attachment C - Business Associate Addendum;
6. Attachment D - Reporting Documents;
7. Attachment E - Billing Document
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

XI. ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

XII. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.



WDVA CONTRACT 305E-22-102

XIII. APPROVAL

This contract shall be subject to the written approval of the DEPARTMENT'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of five (5) pages and five (5) attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

ISLAND COUNTY


Signature

Melanie Bacon
Printed Name

Chair, Board of 9/6/22
Title County Commissioners Date

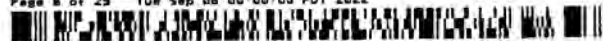
**WASHINGTON STATE DEPARTMENT OF
VETERANS AFFAIRS**

DocuSigned by

Signature

Terry Westhoff
Printed Name
Chief Financial Officer

Title Date 7/28/2022 | 12:41:04 PDT



ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Department of Veterans Affairs of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CLIENT" shall mean individual receiving services under this contract.
- D. "COUNTY" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the COUNTY.
- E. "CONTRACTING OFFICER" shall mean that individual authorized to execute this agreement on behalf of the AGENCY.
- F. "PERSONAL INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "SUBCONTRACTOR" shall mean one not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- H. "SUBRECIPIENT" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes COUNTY'S that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. ACCESS TO DATA

The ' shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY'S reports, including computer models and methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.



5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the COUNTY without prior written consent of the AGENCY.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

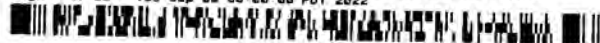
- a. COVID-19 Vaccination Requirement. Contractor shall abide by the vaccination requirements of Governor Jay Inslee's Proclamation 21-14.1. Contractor Staff who are reasonably likely or contractually obligated to engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by DVA after October 18, 2021 must be fully vaccinated against COVID-19. Contractor shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement in the Governor's Order. Contractor shall follow the requirements for granting disability and religious accommodations to Contractor's Staff that apply to State Agencies under the Governor's Order. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DVA. Contractor shall cooperate with any investigation or inquiry DVA makes into the employer's compliance with these requirements, including by providing information and records upon request, except any information or records that the employer is prohibited by law from disclosing.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The COUNTY shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the COUNTY terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the



Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the COUNTY in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the COUNTY as it could pursue in the event of a breach of the contract by the COUNTY. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, COUNTY hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, COUNTY hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The COUNTY warrants and represents that COUNTY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

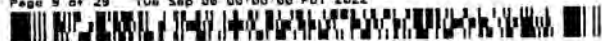
The COUNTY shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the COUNTY with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the COUNTY.

12. COVENANT AGAINST CONTINGENT FEES

The COUNTY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the COUNTY for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the COUNTY, to annul this contract without liability or, in its discretion, to deduct from the contract price or



consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DISALLOWED COSTS

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

14. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

A. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the COUNTY'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

B. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

C. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

D. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. DUPLICATE PAYMENT

The AGENCY shall not pay the COUNTY, if the COUNTY has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, COUNTY shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness,

disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

COUNTY'S obligations to indemnify, defend, and hold harmless includes any claim by COUNTY'S agents, employees, representatives, or any subcontractor or its employees.

COUNTY expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to COUNTY'S or any subcontractor's performance or failure to perform the contract. COUNTY'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

COUNTY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

18. INDEPENDENT CAPACITY OF THE COUNTY

The parties intend that an independent contractor relationship will be created by this contract. The COUNTY and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The COUNTY will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the COUNTY.

19. INDUSTRIAL INSURANCE COVERAGE

The COUNTY shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the COUNTY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the COUNTY the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the COUNTY to the accident fund from the amount payable to the COUNTY by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the COUNTY.

20. LICENSING, ACCREDITATION AND REGISTRATION

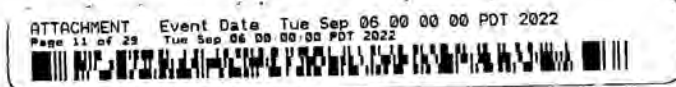
The COUNTY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

21. LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the COUNTY'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the COUNTY may be declared ineligible for further



contracts with the AGENCY. The COUNTY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. NONDISCRIMINATION

During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination laws, regulations and policies.

24. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. COUNTY shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. COUNTY and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The COUNTY agrees to indemnify and hold harmless the AGENCY for any damages related to the COUNTY'S unauthorized use of personal information.

25. PUBLICITY

The COUNTY agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The COUNTY agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

26. RECORDS MAINTENANCE

The COUNTY shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

COUNTY shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

The COUNTY shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.



28. RIGHT OF INSPECTION

The COUNTY shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on AGENCY premises, COUNTY, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING

Neither the COUNTY nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the COUNTY to the AGENCY for any breach in the performance of the COUNTY's duties. This clause does not include contracts of employment between the COUNTY and personnel assigned to work under this contract.

Additionally, the COUNTY is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. COUNTY and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

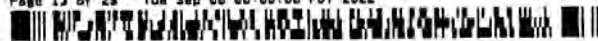
33. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the COUNTY or its staff shall be the sole responsibility of the COUNTY.

34. TERMINATION FOR CAUSE

In the event the AGENCY determines the COUNTY has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the COUNTY in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the COUNTY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original



contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the COUNTY or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the COUNTY: (1) was not in default, or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

35. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

36. TERMINATION PROCEDURES

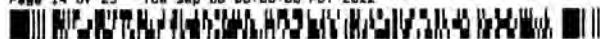
Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the COUNTY to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the COUNTY the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the COUNTY and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the COUNTY such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the COUNTY shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;



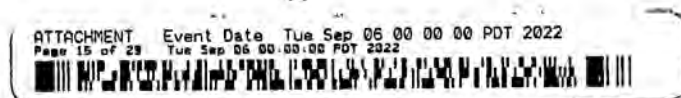
- C. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the COUNTY under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
- F. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- G. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the COUNTY and in which the AGENCY has or may acquire an interest.

37. TREATMENT OF ASSETS

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the COUNTY, for the cost of which the COUNTY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the COUNTY. Title to other property, the cost of which is reimbursable to the COUNTY under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the COUNTY shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The COUNTY shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the COUNTY or which results from the failure on the part of the COUNTY to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the COUNTY shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The COUNTY shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the COUNTY under this clause shall also include COUNTY'S employees, agents or SUBCONTRACTORS.

38. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN)



and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide County files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

39. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

40. COUNTY REPRESENTATIONS AND WARRANTIES

COUNTY makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, COUNTY cannot make such representations and warranties, COUNTY shall not perform and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

41. WAGE VIOLATIONS

COUNTY represents and warrants as of the effective date of this Contract and at the time of performance pursuant to this Contract that neither it nor its principals or affiliates are presently nor have been determined by a final binding citation of the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to be in willful violation or have willfully violated state wage law, as defined in RCW 49.48.082, any provisions of RCW chapters 49.46, 49.48, or 49.52 within the past three (3) years. If, at the time of performance, COUNTY cannot make such representation and warranty, COUNTY shall not perform and shall, within three (3) business days notify AGENCY, in writing, of such breach.

42. SUSPENSION & TERMINATION for CHANGE in FUNDING and/or NON-ALLOCATION of FUNDS

As a general rule, the Washington State Constitution (Article 8, Section 4) and state law (RCW 43.88.130 and RCW 43.88.290) prohibit expenditures or commitments of federal, state or other funds in the absence of appropriations of such funds by the Legislature. Without a budget appropriation, agencies cannot expend funds nor incur liabilities after the end of the State's fiscal biennium. The Washington State Department of Veterans Affairs (WDVA) will in cases where there is an absence of appropriations, at its sole discretion, suspend the Contract until such time the funding is approved. Once the Legislature subsequently passes the budgets and they are signed into law or other such



WDVA CONTRACT 305E-22-102

funding is resumed, the Contract will automatically be active and all of the terms within would remain in full force and effect.

Should COUNTY be willing to suspend the contract, COUNTY will need to suspend delivery of goods or the performance of services until after the budget or funds for this Contract have been enacted. Any goods delivered and services performed during the agreed suspension are solely at COUNTY's risk.

If COUNTY is unwilling to allow the WDVA to suspend the contract, this clause serves as notification that the WDVA is exercising our right to terminate the Contract at midnight on June 30th at the end of the State's fiscal biennium, if the budgets listed above have not been enacted into law.

If COUNTY is unwilling to accept suspension of the contract and instead desire the WDVA to terminate the contract for convenience, contact the WDVA. The termination will be effective at midnight on June 30th at the end of the State's fiscal biennium, unless cancelled in the event that budgets are enacted prior to that date and time.

If contract is terminated a re-procurement shall take place pursuant to laws and policies currently in place which may result in a contract award for these same goods/services with another COUNTY.

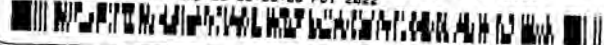
If the Contract is suspended or terminated as provided in this Section: (1) the WDVA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the COUNTY shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension

This section shall not be construed to permit WDVA to terminate this Contract, or COUNTY to terminate any Work Order, in order to acquire similar Services from a third party.



ATTACHMENT B
STATEMENT OF WORK

- A. The COUNTY will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
1. The COUNTY understands and shall comply with the following section of Title 38, Code of Federal Regulations Part 14.628(d)(2)(i) "...neither the organization nor its accredited representatives will charge or accept a fee or gratuity for service to a claimant..."
 2. The COUNTY shall designate a "County Veteran Service Officer" who will become a VA "Accredited Veteran Service Organization Representative" accredited by the AGENCY under Title 38, Code of Federal Regulations Part 14.629. The County Veteran Service Officer must be a paid employee of the COUNTY working for it not less than 1,000 hours annually.
 3. The COUNTY shall submit all VA claims produced to the AGENCY "Claims Quality-Assurance Officer" for quality-assurance (Q-A) and entry into the AGENCY'S VA claims system otherwise by the AGENCY'S Veterans Services Administrator or designee. The COUNTY shall support the Quality-Assurance Program process by ensuring that each claim is submitted in a "Substantially Complete" status. All VA claims shall be submitted with the AGENCY appointed as the claimant's veteran service organization representative.
 4. The COUNTY shall submit all claims to the AGENCY'S Claims Quality-Assurance Officer through the AGENCY'S VA claims system unless directed otherwise by the AGENCY'S Veterans Services Administrator or designee.
 5. The COUNTY agrees to work with the AGENCY's Veterans Services Administrator or designee should modification of activities be deemed necessary to adequately provide quality service for veterans and their family members.
 6. The COUNTY shall support the AGENCY's contracted local Post Traumatic Stress Disorder (PTSD) counselors in the form of information assistance and referral services as appropriate. All PTSD referrals will be handled in a confidential manner.
 7. The COUNTY shall maintain current resource materials for veterans' benefits information and claims development.
 8. The COUNTY shall be evaluated based on the approval rate or "Batting Average" of the VA claims that they submit. The goal of the COUNTY shall be to maintain a "Batting Average" 80% or higher for all VA claims.
- B. The AGENCY will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:



1. The AGENCY shall provide training for the COUNTY's designated County Veteran Service Officer related to veterans' benefits and entitlement and the VA claims process. This training may include but shall not be limited to:
 - a. The Basic Training Course for Veterans Benefits developed by the National Veterans Legal Services Program;
 - b. Training Responsibly Involvement in Preparation of Claims (TRIP) developed by the VA;
 - c. Veteran service organization training conferences; and
 - d. Direct training with AGENCY representatives.
 2. The AGENCY shall provide VA Accreditation as a Veteran Service Organization Representative under Title 38, Code of Federal Regulations Part 14.629 as a County Veteran's Service Officer.
 3. The AGENCY shall provide licensed assess to its VA claims system (web-based) to the County Veteran Service Officer.
 4. The AGENCY shall maintain a report of the COUNTY's VA claims approval rating or "Batting Average". This report will be provided to the COUNTY on a quarterly basis.
 5. The AGENCY shall represent the VA appeals for veterans or claimants under the AGENCY's VA Power of Attorney (POA) through the AGENCY's "Appeals-Management Process" program.
- C. The activities pursuant to and in consideration of this agreement will in no way alter or attenuate the role of COUNTY as advocate for the veteran. The ultimate responsibility remains on the veteran in all actions taken in support of his or her petition for benefits. Nor will it be construed to obviate or mitigate the responsibility of the US Department of Veterans Affairs to fulfill its legal obligations including duty to notify, duty to inform, and duty to assist veterans in the prosecution of a claim for benefits. Furthermore, the provisions of this agreement do not establish the COUNTY as an agent of the Department of Veterans Affairs. All provisions contained herein will comply with Federal and State Privacy and Disclosure Acts.

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into by and between Washington State Department of Veterans Affairs ("Covered Entity"), and Island County ("Business Associate").

RECITALS:

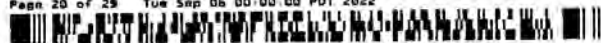
- A. Covered Entity, including facilities/agencies owned and operated by Covered Entity, is designated as a "Covered Entity," as defined by the federal Health Insurance Portability and Accountability Act of 1996 and its promulgating regulations ("HIPAA"), and as amended by the regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act ("HITECH").
- B. Business Associate has an underlying business relationship ("Underlying Contract") with Covered Entity, in which Business Associate performs functions or activities, or provides certain services, on behalf of Covered Entity.
- C. In the course of providing such services, Business Associate may have access to, receive from, maintain, transmit, create, and/or receive on behalf of Covered Entity, Protected Health Information ("PHI").
- D. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement and in order to comply with HIPAA and its implementing regulations including the Privacy Rule (defined below), the Security Rule (defined below) and the Breach Notification Rule (defined below).

NOW, THEREFORE, in consideration of these recitals and the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate, intending to be legally bound, agree as follows:

AGREEMENT:

I. DEFINITIONS

- A. "Breach" shall have the meaning given to such term at 45 C.P.R. § 164.402.
- B. "Breach Notification Rule" shall mean the rule related to breach notification for Unsecured Protected Health Information at 45 C.P.R. Parts 160 and 164.
- C. "Electronic protected health information" or ("EPHI") shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.P.R. §



160.103 limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- D. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules.
- E. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.P.R. Parts 160 and Part 164, Subparts A and E.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such phrase under the Privacy and Security Rules at 45 C.P.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- G. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.P.R. § 164 Subparts A and
- H. "Unsecured PHI" shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.P.R. § 164.402.
- I. Other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy, Security or Breach Notification Rules and the Underlying Contract. Where there is a conflict between meanings in either this Agreement together with the Privacy, Security or Breach Notification Rules and the Underlying Contract, then the meanings in this Agreement together with the Privacy, Security or Breach Notification Rules shall govern.

II. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

A. Obligations of Business Associate. Business Associate shall:

1. Not use or disclose PHI other than as permitted or required by the Underlying Contract or as required by law;
2. Not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Agreement, provided that if Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule pursuant to the Underlying Contract, Business Associate shall fully comply with the Privacy Rule requirements that would apply to Covered Entity in the performing those obligations;
3. Use appropriate safeguards, and comply with the Security Rule at Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;



4. Report to Covered Entity immediately, and in no case later than five (5) calendar days of Business Associate's discovery, any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, any Breaches of Unsecured PHI as required at 45 CFR 164.410, any security incident of which it becomes aware, or any breach as such may be defined under relevant state data breach laws ("State Law Breach"). Any notice of a Breach or State Law Breach referenced in this Section IV will include the results of the risk assessment of whether there is a low probability that the PHI has been compromised based on the required factors set forth in 45 CFR 164.402 if the Breach is discovered on or after September 23, 2013, and to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during such Breach. Notwithstanding anything set forth in this Agreement or the Underlying Contract, Business Associate shall be responsible for the cost of the risk assessment and any breach mitigation expenses and shall indemnify, defend and hold Covered Entity and its officers, directors, affiliates, employees, agents, successors and assigns harmless, from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs, expenses incurred in notifying individuals, the media or government agencies in connection therewith) and any judgments, settlements, court costs and reasonable attorneys' fees actually incurred (collectively, "Breach Claims") arising from or related to: (i) the use or disclosure of PHI in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Law Breach. If Business Associate assumes the defense of a Breach Claim, Covered Entity shall have the right, at its expense, to participate in the defense of such Breach Claim. Business Associate shall not take any final action with respect to any Breach Claim without the prior written consent of Covered Entity. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its agents and subcontractors in furnishing the services as if they were the Business Associate's own acts, failures or omissions;
5. Make available PHI in a designated record set to Covered Entity in the form and format as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524 within five (5) business days of receiving a request from Covered Entity;
6. Provide access, at the request of Covered Entity, and in no case later than five (5) business days after such request, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or third party designated by the Individual, in the form or format requested if it is readily producible in such form or format in order for the Covered Entity to meet the requirements under the Privacy Rule;



7. Make any PHI contained in a Designated Record Set available to Covered Entity (or an Individual as directed by Covered Entity) within five (5) business days of a request for purposes of amendment per 45 C.P.R. §164.526. If an Individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to Covered Entity within two business days;
8. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CPR 164.528. If an accounting of disclosures is requested by an individual directly to Business Associate, the Business Associate will forward the request to Covered Entity within two (2) business days;
9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CPR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s) and to the extent any such obligations involve disclosures of PHI to health plans, comply with the requirements of 45 CPR 164.522 regarding requested restrictions on health plan disclosures;
10. Make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary of HHS and to Covered Entity for purposes of determining Covered Entity's compliance with the HIPAA Rules;
11. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by 45 C.P.R. Part 164 Subpart C ("Security Rule"). With respect to EPHI, Business Associate shall comply with all applicable state laws governing information security breaches;
12. Ensure that any agents and Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that any agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect EPHI.
13. To the extent permitted by law, cooperate with Covered Entity to ensure that legal process conforms with the applicable requirements of the HIPAA Rules, or, if necessary in Covered Entity's opinion, obtain a qualified protective order to limit or prevent the disclosure of PHI in the event of the receipt of a subpoena, court or administrative order or other discovery request.

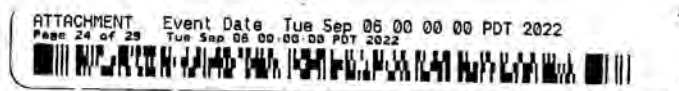


B. Permitted Uses or Disclosures by Business Associate. Business Associate may use or disclose PHI only:

1. As necessary to perform the services set forth in the Underlying Contract, provided that Business Associate must be specifically authorized in writing by an authorized representative of Covered Entity to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c);
2. As required by law;
3. If uses and disclosures and requests for PHI are consistent with Covered Entity's minimum necessary policies and procedures;
4. In a manner that would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may use PHI to carry out the legal responsibilities of the Business Associate only if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
5. To provide data aggregation services relating to the health care operations of Covered Entity only if authorized to do so in the Underlying Contract.

C. Covered Entity Privacy Practices and Restrictions.

1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.



III. TERM AND TERMINATION.

A. Term. This Agreement shall be effective as of the date set forth above and shall continue until Business Associate ceases to perform the services defined in the Underlying Contract.

B. Termination for Cause. Covered Entity may immediately terminate this Agreement in the event that Business Associate materially breaches any provision of this Agreement or the Underlying Contract.

In its sole discretion, Covered Entity may permit Business Associate the opportunity to cure or to take substantial steps to cure such material breach to Covered Entity's satisfaction within thirty (30) days after receipt of written notice from Covered Entity.

C. Obligations of Business Associate upon Termination. Upon the expiration or termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, shall:

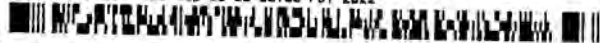
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or destroy all PHI in any form, including such information in possession of Business Associate's Subcontractors, and retain no copies, if it is feasible to do so;
3. If return or destruction is not feasible, extend all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to only those purposes that make the return or destruction of the PHI infeasible;
4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth above in section B under "Permitted Uses and Disclosures by Business Associate" which applied prior to termination.
5. Return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

This provision and the breach reporting provisions in Section II (A) (4) shall survive the termination or expiration of this Agreement and/or any Underlying Contract.



IV. MISCELLANEOUS

- A. Amendment. Amendments to this Agreement may be necessary to comply with modifications to the HIPAA Rules. Covered Entity and Business Associate agree to use good-faith efforts to develop and execute any amendments to this Agreement as may be required for compliance the HIPAA Rules. This Agreement may be amended or modified only in writing signed by Covered Entity and Business Associate.
- B. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- C. Independent Contractor. For purpose of its obligations under this Agreement, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.
- D. Limited Liability Exclusion. To the extent that Business Associate has limited its liability under the terms of the Underlying Contract, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
- E. Equitable Remedies. Business Associate stipulates that its unauthorized use or disclosure of PHI would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
- F. Ownership of PHI. Under no circumstances shall Business Associate be deemed in any request to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
- G. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein actually confer, upon any person other than Covered Entity, Business Associate and, to the extent specified above, their respective parent entities, subsidiaries, affiliates, facilities, insurers, employees, directors, officers, subcontractors, agents or other members of their respective workforces, successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.



- I. Assignment. Neither Party may assign (whether by operating or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- J. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile or electronic signatures shall be treated as original signatures.
- K. Construction. This Agreement shall be construed as broadly as necessary to implement and comply with the HIPAA Rules. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement as of the date first set forth above.

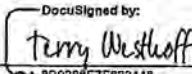
ISLAND COUNTY


Signature

Melanie Bacon
Printed Name

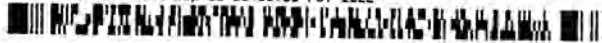
Chair 9/6/22
Title Date

**DEPARTMENT OF VETERANS
AFFAIRS**

DocuSigned by:

Signature

Terry Westhoff
Printed Name

Chief Financial Officer 7/28/2022 | 12:41:04 PDT
Title Date



ATTACHMENT D

REPORTING DOCUMENTSWashington State Department of Veterans Affairs Claims Transmittal Cover Sheet
(SAMPLE ONLY)**Washington State Department of Veterans Affairs****Claims Transmittal Cover Sheet**To: Washington State Department of Veterans Affairs Seattle Office
Email Address: Claims.Processing@va.govAmerican Cancer Program
FAX: (206) 341-4668

Veteran: _____
 Claimant: _____
 SSN / CR: _____
 Address: _____
 Phone #: _____

Type of Claim

- | | |
|--|--|
| <input type="checkbox"/> EDC (Fully Developed Claim) | <input type="checkbox"/> Electronic Submissions (SEP) |
| <input type="checkbox"/> 010 - Initial Comp 8 or More Issues | <input type="checkbox"/> 110 - Initial Comp 7 or Less Issues |
| <input type="checkbox"/> 020 - Reopened Claim | <input type="checkbox"/> 120 - Reopened Pension Claim |
| <input type="checkbox"/> 020 - Adding New Issue | <input type="checkbox"/> 020 - Requesting Increase |
| <input type="checkbox"/> 140 - Initial Death Compensation | <input type="checkbox"/> 160 - Plot and Burial Benefits |
| <input type="checkbox"/> 150 - Initial Disability Pension | <input type="checkbox"/> 190 - Initial Death Pension |
| <input type="checkbox"/> 170 - Appeal Documents | <input type="checkbox"/> Homeless Veterans |
| <input type="checkbox"/> OIF / OEF | <input type="checkbox"/> _____ |

Issues

| | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

The Enclosed Forms / Materials are Submitted in Support of the Above Veterans Claim:

- | | | | |
|-----------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/> 20-572 | <input type="checkbox"/> 21-4138 | <input type="checkbox"/> 21-534 | <input type="checkbox"/> PIR's |
| <input type="checkbox"/> 21-0779 | <input type="checkbox"/> 21-4140-1 | <input type="checkbox"/> 21-686c | <input type="checkbox"/> STR's |
| <input type="checkbox"/> 21-0781 | <input type="checkbox"/> 21-4143 | <input type="checkbox"/> 21-8416 | <input type="checkbox"/> Vet Statement |
| <input type="checkbox"/> 21-0781a | <input type="checkbox"/> 21-4192 | <input type="checkbox"/> 21-8940 | <input type="checkbox"/> Marriage Certificate |
| <input type="checkbox"/> 21-0845 | <input type="checkbox"/> 21-21-4503 | <input type="checkbox"/> 22-1900 | <input type="checkbox"/> Death Certificate |
| <input type="checkbox"/> 21-0847 | <input type="checkbox"/> 21-526 | <input type="checkbox"/> DBQ's | <input type="checkbox"/> _____ |
| <input type="checkbox"/> 21-22 | <input type="checkbox"/> 21-526b | <input type="checkbox"/> Buddy statement | <input type="checkbox"/> _____ |
| <input type="checkbox"/> 21-2680 | <input type="checkbox"/> 21-527EZ | <input type="checkbox"/> DD-214 | |
| <input type="checkbox"/> WDVA 055 | <input type="checkbox"/> 21-530 | <input type="checkbox"/> E-Benefits APP | |

Service Officer:

Date:

QA Officer:

Date:

REV 12/16/2013



ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 7/9/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Jonathan Lange, Director

Amount of time requested for agenda discussion. 90 minutes

Agenda Item No.: 1

Subject: 2025 Comprehensive Plan – Goals and Policies review (Parks, Recreation, & Open Space and Natural Resources Elements)

Description: The Board will review and discuss the revised goals and policies for the 2025 Comprehensive Plan update for the Parks, Recreation, & Open Space Element. And the remaining goals and policies from the Natural Resources Element beginning with Goal 10.

Attachments: Memo, Parks Goals and Policies Tracker, Natural Resources Goals and Policies Tracker starting with Goal 10

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

1 NE 7th St., Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

~ MEMORANDUM ~

TO: Board of County Commissioners
FROM: Long Range Planning
DATE: July 9, 2025
SUBJECT: 2025 Comprehensive Plan Update – Revised Goals and Policies

Revised Goals and Policies for Island County's 2025 Comprehensive Plan update have been released for a 45-day public comment period from May 30 until July 14.

Long Range staff will review the revised goals and policies trackers for the Parks, Recreation, & Open Space and Natural Resource Elements with the Board. On June 24 at the Comprehensive Plan Workshop the Board began discussion of the Natural Resources Element. If time allows today's discussion will proceed from Natural Resources Goal 10 on the tracker.

Attachments:

- Parks, Recreation, & Open Space Goals and Policies Tracker
- Natural Resources Goals and Policies Tracker, beginning with Goal 10

You can find the entire [Goals and Policies release packet on our website](#). Long Range staff will review 1-2 elements at each of the upcoming Board of County Commissioners work sessions in June and early July.

For more information, please contact:

Emily Neff (360) 678 - 7807 or e.neff@islandcountywa.gov

Draft Island County Comprehensive Plan Update Parks, Recreation, & Open Space Goals and Policies Tracker

Blue and Underlined: Added content

Red and Strikethrough: Deleted content

Green and Double Underlined: Moved content

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|--------------------------------|---|--|--|
| 1 | Balance Recreation and Habitat | Provide a quality, diverse and, sustainable system of park land that effectively balances recreation and habitat conservation | No Change. | |
| 1.1 | Balance Recreation and Habitat | Park land should support the mission and vision of Island County Parks in providing passive outdoor recreation experiences and protecting habitat. | Park land should support the mission and vision of Island County Parks in providing passive outdoor recreation experiences and protecting | Removed passive. Restrictive language. |
| 1.2 | Balance Recreation and Habitat | Provide signature park lands and high-quality recreation facilities that reflect the character of Island County, draw users from throughout the region, and establish an identity/brand for Island County Parks. | No Change. | |
| 1.2.1 | Balance Recreation and Habitat | Provide attractive and uniform signage at park entrances to improve the branding of Island County Parks. | No Change. | |
| 1.2.2 | Balance Recreation and Habitat | Improve the image of County parks through sensitive site design and development that reflects Island County’s character. | No Change. | |
| 1.2.2.1 | Balance Recreation and Habitat | Prior to the development of any new minor feature or facility, consider its design and placement within the park. | No Change. | |
| 1.2.2.2 | Balance Recreation and Habitat | Prior to the development of any new major facility or park, create a site design (for smaller sites) or site master plan (for larger sites) to help achieve the County’s vision for parks lands of being the best in the state | No Change. | |
| 1.3 | Balance Recreation and Habitat | Continue to update the County’s facility inventory to have an accurate count of facilities within all parks, including the length of trails (in linear feet or miles) that are developed and maintained both inside and outside of parks and habitat areas. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|--|---|--|-------------------------------|
| 1.4 | Balance Recreation and Habitat | Ensure recreational uses and development does not result in significant degradation of habitat, including cumulative degradation. | No Change. | |
| 1.5 | Balance Recreation and Habitat | Residents should have adequate access to “open space” areas. Open spaces include land which contains natural areas, habitat lands, natural drainage features, and/or other environmental, cultural and scenic resources. Such land should be preserved and provided to residents for recreational use when appropriate. Open spaces should be linked to nonmotorized transportation and public transportation | No Change. | |
| 2 | Outdoor Recreation County County Wide | Provide low-impact/passive outdoor recreation opportunities throughout the County. | Provide low impact/ passive outdoor recreation opportunities throughout the County. | Removed passive. |
| 2.1 | Outdoor Recreation County County Wide | Invest in amenities and facilities that support passive, outdoor recreation activities, such as walking, biking, boating, camping, wildlife watching, horseback riding, beach activities, hunting, fishing, clamming, etc. | Invest in amenities and facilities that support passive , outdoor recreation activities, such as walking, biking, boating, camping, wildlife watching, horseback riding, beach activities, hunting, fishing, clamming, etc. | Removed passive. |
| 2.2 | Outdoor Recreation County County Wide | Strive to provide areas where people can walk at least one-mile in nature within a 20 minute drive from most County residences. | Strive to provide areas where people can walk at least one-mile 5-10-minutes in nature or within a 20-minute drive from most County residences. | |
| 2.3 | Outdoor Recreation County County Wide | Provide additional recreation opportunities that are consistent with the County’s area of focus, such as dog parks, boat ramps, camping, and hunting, in dispersed locations county wide where safe and appropriate opportunities exist to support these activities. | No Change. | |
| 2.4 | Outdoor Recreation County County Wide | Provide diverse, non-motorized trail opportunities, including both hard and soft-surfaced trails, water trails, looped trail systems, and trails with variety of lengths and access points consistent with the Island County Non-Motorized Trails Plan. Include appropriate amenities to support a variety of trail uses, including pedestrians, equestrians, bikes, non-motorized watercraft, and other appropriate uses | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|--|---|---|-------------------------------|
| 2.4.1 | Outdoor Recreation County County Wide | Trail development should be completed through regional collaboration and prioritize linking multimodal transportation, schools, urban development, places of employment, and recreational facilities. | No Change. | |
| 2.5 | Outdoor Recreation County County Wide | Increase the level and quality of development in park lands, where appropriate, to enhance the County's image as a premier provider of passive outdoor recreation opportunities in the Puget Sound area and in Washington State. | Increase the level and quality of development in park lands, where appropriate, to enhance the County's image as a premier provider of passive outdoor recreation opportunities in the Puget Sound area and in Washington State. | Removed passive. |
| 2.6 | Outdoor Recreation County County Wide | Monitor community demand for additional outdoor recreation services as the population in Island County continues to grow | No Change. | |
| 2.7 | Outdoor Recreation County County Wide | Evaluate existing sites to determine which sites are suitable for increased facility development. Prioritize projects using the prioritization criteria presented in PR 4.7, and add these projects to the County's Capital Facilities Plan. | No Change. | |
| 3 | Shoreline Access | Increase public access to the County's beaches and shoreline areas, creating recreation opportunities that respect the ecological integrity of the shoreline ecosystem. | No Change. | |
| 3.1 | Shoreline Access | Plan, design, and develop beach access areas while adhering to the goals and policies set forth in the County's Shoreline Master Program. | No Change. | |
| 3.2 | Shoreline Access | Inform the public of existing Island County public shore accesses where recreational use does not pose a threat to public health, safety, or the environment. Once a clear County title, a physical location, a viable view or a viable tidal access is established, the County should identify sites with signs (including from the water side for kayak and canoe pullouts) where appropriate and consistent with the most current County's Non-Motorized Trails Plan and Shoreline Master Program. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|-----------------------------|--|---|-------------------------------|
| 3.3 | Shoreline Access | Identify opportunities to increase public waterfront access through the recovery of public road ends where public access is being blocked, provision of swimming beaches, coastal and water vistas and accesses, motorized and non-motorized boat launches, public boat moorage, and water viewpoints while being consistent with goals and policies set forth in the County's Shoreline Master Program. | No Change. | |
| 3.4 | Shoreline Access | Strive to provide shoreline access for beach activities within a 20 minute drive from most County residences. | Strive to provide shoreline access for beach activities within a 5-10-minute walk or 20-minute drive from most County residences. | Match 2.2 wording. |
| 4 | Acquire and Conserve | Acquire lands that conserve priority habitat and natural resources, preserve open space, improve beach access, maintain island character, and improve and expand passive outdoor recreational opportunities for public enjoyment. | Acquire lands that conserve priority habitat and natural resources, preserve open space, improve beach access, maintain island character, and improve and expand passive- outdoor recreational opportunities for public enjoyment. | Removed passive. |
| 4.1 | Acquire and Conserve | Acquire land that protects habitat and working landscapes that can help recharge aquifers, prevent surface and groundwater pollution, filter sediments, limit air and noise pollution, maintain wildlife habitat and other natural systems, or addressing identified recreation needs without causing degradation of habitat, including cumulative degradation. | No Change. | |
| 4.2 | Acquire and Conserve | Maintain the important ecological functions of park lands, including those provided by wetlands, stream corridors, shoreline systems, and forests. | No Change. | |
| 4.3 | Acquire and Conserve | Connect park lands by identifying and conserving wildlife habitat corridors, riparian corridors, and protected space along other elongated natural features—where such connections support trail development and connectivity. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|----------------------|--|---|---|
| 4.4 | Acquire and Conserve | Only accept land donations that support the County’s area of focus, as well as the goals, vision and objectives noted in this Element. | Only accept land donations that support the County’s area of focus, as well as the goals, vision and objectives noted in this PROS Plan Element. | Added element title/consistent wording. |
| 4.5 | Acquire and Conserve | Foster Island County’s economic vitality by protecting productive resources and park lands that support economic activity in industries such as tourism, agriculture, and forestry. | No Change. | |
| 4.6 | Acquire and Conserve | Ensure donations from other providers are consistent with the County’s area of focus and can be sustainably managed and maintained with identified funding resources, such as a stipend, long-term stewardship fund, revenue-generation strategy, etc. | No Change. | |
| 4.7 | Acquire and Conserve | Acquire land using the following criteria: | No Change. | |
| 4.7.1 | Acquire and Conserve | The site is adjacent to a County-owned park land so that acquisition would create a larger park land and/or the site is adjacent to a trail and will provide a longer trail corridor. | No Change. | |
| 4.7.2 | Acquire and Conserve | The site is located near park lands owned by other entities. Unlike PR 4.7.1, these parcel must be large (e.g., five acres or more), or contain important habitat, or meet a specific recreational need or wildlife corridor need to justify the County’s role in this area. | No Change. | |
| 4.7.3 | Acquire and Conserve | Larger sites typically have higher habitat value, greater recreation capacity, and a greater maintenance cost efficiency. The County should avoid acquiring small habitat parcels, unless these sites contribute to a larger protected area, contain important habitat, or provide a wildlife corridor between protected areas. Also, the County should avoid acquiring sites just large enough to address recreation needs, without space to protect habitat. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|----------------------|---|--|---|
| 4.7.4 | Acquire and Conserve | The County should strive to acquire land that is considered to have a high or medium resource value, to minimize restoration requirements. Habitat quality can be measured by considering factors such as habitat age/maturity, presence of rare species, absence of invasive species, and level of degradation (e.g., development, soil compaction, pollution, impacted vegetation, etc.). A sample habitat quality criteria is presented in section 7.4.3 of this Parks and Recreation Element. | The County should strive to acquire land that is considered to have a high or medium resource value, to minimize restoration requirements. Habitat quality can be measured by considering factors such as habitat age/maturity, presence of rare species, absence of invasive species, and level of degradation (e.g., development, soil compaction, pollution, impacted vegetation, etc.). A sample habitat quality criteria is presented in section 7.4.3 of this Parks and Recreation PROS Plan Element. | Added element title/consistent wording. |
| 4.7.5 | Acquire and Conserve | The land uses and quality of habitat on adjacent or nearby parcels should not negatively impact the scenic and aesthetic value and natural character of the site. The County should consider whether adjacent site characteristics or land management practices (e.g., weed control, invasive species removal, erosion and water runoff, soil contamination, etc.) will affect habitat quality on the site being evaluated. | No Change. | |
| 4.7.6 | Acquire and Conserve | The site meets a need for a one-mile walk in nature (or longer nature trail) or beach access for recreation opportunities. | The site meets a need for a one-mile 5-10-minute walk in nature (or longer nature trail) or beach access for recreation opportunities. | Match 2.2 wording. |
| 4.7.7 | Acquire and Conserve | The site meets another passive outdoor recreation need, such as a boat ramp, boat launch, dog park, primitive camp, or equestrian and mountain biking trail and trailhead. | No Change. | |
| 4.7.8 | Acquire and Conserve | The site is well-suited for recreation development, based on site characteristics such as slope, shape, access (motorized and non-motorized transportation), amount of street frontage, amount of non-developable land, water and well availability, existing structures, existing vegetation and soil, etc. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|----------------------|--|--------------------------|-------------------------------|
| 4.7.9 | Acquire and Conserve | The site has (or has a potential for) access and anticipated site use. Zoning restrictions, neighborhood or community character, and access limitations should all be considered when developing public facilities | No Change. | |
| 4.7.10 | Acquire and Conserve | The site is not located within the service area of another town, city, or recreation district. The County should strive to address conservation and recreation needs in areas that are not served by another jurisdiction. | No Change. | |
| 4.7.11 | Acquire and Conserve | The site is not adjacent to a site protected by another jurisdiction. If another jurisdiction is in a better position to manage and protect a site, the County may partner to support the other jurisdiction's acquisition of this land. | No Change. | |
| 4.7.12 | Acquire and Conserve | If another public agency or non-profit is in a better position to leverage funding for site purchase or a conservation easement, the County should allow them to protect this land, particularly if the provider is also able to meet recreation needs. | no Change. | |
| 4.7.13 | Acquire and Conserve | If the site is in a service area with active recreation needs as well as outdoor recreation needs, the County should consider collaboration with another provider who would acquire the site. The County does not want to be in the business of supporting active recreational uses on its lands | No Change. | |
| 4.7.14 | Acquire and Conserve | To be managed by the Island County Parks Department, the site needs to have the capacity to address both habitat conservation and outdoor recreation needs. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|----------------------|---|--------------------------|-------------------------------|
| 4.7.15 | Acquire and Conserve | The site should be in an area of habitat conservation and recreation needs. If a site is in an area where recreation and recreation needs are already met by existing park land, the County should direct its resources to other priority areas where recreation and/or conservation efforts are needed. Another jurisdiction may be better positioned to meet needs in this area | No Change. | |
| 4.7.16 | Acquire and Conserve | A site can be acquired with minimal cost by the County, such as through donation or grants. | No Change. | |
| 4.7.17 | Acquire and Conserve | The County or other provider is able to pay the annual operating and maintenance costs for the site. The County should avoid providing or accepting from others new park lands where the County is unable to fund site stewardship. If a site is transferred to the County with an operational endowment, this stipend should be on-going or sufficient to cover site land and facility maintenance costs for a minimum of 5 years. That will give Island County time to put a different funding strategy in place. | No Change. | |
| 4.7.18 | Acquire and Conserve | The site can be sustainably managed using approved revenue-generating strategies to generate funds to support operations and maintenance. This may include user fees, facility rental fees, leases, and other strategies. | No Change. | |
| 4.7.19 | Acquire and Conserve | The site does not have management or development restrictions in place that limit desired opportunities for revenue-generation, operation, and management within the scope of the county's niche. | No Change. | |
| 4.7.20 | Acquire and Conserve | There are no excessive or hidden costs or efforts needed to address site cleanup, structure removal, habitat restoration, the provision of road access, or facility development. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|-------------------------------------|--|--|---|
| 5 | Divest Outside Area of Focus | Divest in parks lands that are not consistent with the County's area of focus. | No Change. | |
| 5.1 | Divest Outside Area of Focus | Should an existing County property with resource restrictions (such as a conservation easement) on its title be considered for divestment, the County shall honor those restrictions. Additionally, should any existing County property with significant conservation value (that does not have any encumbrance on the title) be considered for divestment, the County should consider placing conservation restrictions on the title before divestment. | No Change. | |
| 5.2 | Divest Outside Area of Focus | Evaluate County lands to determine which sites do or do not support the vision and goals of this Element. Consider divestment of public lands that have little value for conservation or passive outdoor recreation | Evaluate County lands to determine which sites do or do not support the vision and goals of this PROS Plan Element. Consider divestment of public lands that have little value for conservation or passive outdoor recreation | added element title/consistent wording. |
| 5.3 | Divest Outside Area of Focus | Prior to any divestment of County land, the County should consider transfer of those lands to agencies that will maintain the land for uses that meet recreation or habitat needs that are outside the County's area of focus, including, but not limited to, transferring active recreation sites to park districts or transferring habitat land without potential for recreational use to a land trust to protect. | No Change. | |
| 5.4 | Divest Outside Area of Focus | Create a transition plan for sites or facilities which do not fit within the County's area of focus. Identify which sites (if any) can be sold or immediately transferred to other jurisdictions, and which sites should be held until a long-term transition is feasible. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|----------------------------------|---|--------------------------|-------------------------------|
| 5.5 | Divest Outside Area of Focus | Evaluate all funding, actions, and projects by their fit with the County's defined area of focus. Pursue projects that support this area of focus, and re-evaluate plans that do not. For example, put immediate hold on any plans to improve active use facilities, such as sport fields, sports courts, and indoor facilities. Do not accept any new lands or renew any maintenance or site use agreements until a transition plan is in place. | No Change. | |
| 5.6 | Divest Outside Area of Focus | Discuss with the Board of Commissioners whether the County should continue to own and operate any special properties not consistent with the County's area of focus; for example facilities such as Freeland Hall and the Four Springs Lake Preserve. | No Change. | |
| 5.7 | Divest Outside Area of Focus | Create site master plans for properties not consistent with the County's area of focus and parks that are not accepted by other jurisdictions. Involve site users, nearby residents, and interest groups to create a new plan or design that notes what new facilities will be developed at these sites, when older facilities not consistent with the County's area of focus age or deteriorate to the point where they are unsafe for future use. For example, consider removing the tennis court and softball field at Camano Park and providing a dog park at this facility instead | No Change. | |
| 6 | Protect Assets for Future | Develop stewardship and maintenance programs that cost-effectively protect County assets, emphasize sustainable methods and design, support habitat quality, respond to local needs, and sustain resources for future generations. | No Change. | |
| 6.1 | Protect Assets for Future | Consider a higher level of habitat stewardship to address invasive species removal, natural area restoration, and habitat preservation needs. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|---------------------------|--|---|---|
| 6.2 | Protect Assets for Future | Increase the level of land stewardship at all County-owned sites. The County should evaluate and budget for habitat stewardship needs. The County should use the funding strategies outlined in section 7.5 of this Element as a starting point in calculating a maintenance budget for habitat stewardship. | Increase the level of land stewardship at all County-owned sites. The County should evaluate and budget for habitat stewardship needs. The County should use the funding strategies outlined in section 7.5 of this PROS Plan Element as a starting point in calculating a maintenance budget for habitat stewardship. | added element title/consistent wording. |
| 6.3 | Protect Assets for Future | As part of stewardship efforts, evaluate the condition of natural lands within County parks and habitat conservation areas. Identify which sites would benefit most from restoration efforts. Based on available resources, target sites where restoration is achievable, since maintenance needs will decrease after the ecosystem is stabilized. Maintain other sites at a minimum level for hazard mitigation | No Change. | |
| 7 | Funding | Identify, secure, and develop adequate funding sources to develop, operate, maintain, and sustain County parks, habitat, and recreation facilities. | No Change. | |
| 7.1 | Funding | Actively seek innovative funding methods to retain financial flexibility and increase facility services. | No Change. | |
| 7.2 | Funding | Consider and maintain diverse funding sources to meet community needs and provide highquality parks and facilities. Consider impact fees; real estate excise taxes (REET); tourism taxes; conservation futures funds; bonds and levies; grants, donations, and sponsorships; facility/site use fees and rentals; land leases; sustainable resource harvesting; concessions and vendor agreements; and other options that may be available in the short and/or long term. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|------------------|---|--------------------------|-------------------------------|
| 7.3 | Funding | Reinvest revenue and/or resources obtained from park lands, back into recreation and habitat conservation services, whether directly or through a dedicated fund for system-wide conservation and recreation services. This includes any proceeds from facility/site rentals, user fees, leases, vendor or concessionaire agreements, and land divestment (sale or trade). This applies to all lease agreements, user fees, vendor fees, facility and site rentals, etc. | No Change. | |
| 7.4 | Funding | Increase the County's maintenance investment in terms of funding and staffing to significantly improve the maintenance level of service for parks and recreation facilities. | No Change. | |
| 7.5 | Funding | Revise the accounting and budgeting process for collecting and spending revenues generated through the outdoor recreation system. Rather than establishing independent funds for specific sites (such as Cornet Bay Dock) or projects (such as Camano Island boat ramp improvements), create two funds: Camano Park/Habitat Enhancement Fund and Whidbey Park/Habitat Enhancement Fund. This will allow sufficient funds to accumulate to apply them to most needed projects, rather than piecemeal upgrades at individual sites. | No Change. | |
| 7.6 | Funding | Increase the level of facility maintenance and land stewardship at the most-frequently used County-owned sites. | No Change. | |
| 7.7 | Funding | Even though the County is moving towards low-maintenance Park facilities, the maintenance budget should be increased to ensure the County parks are maintained properly | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|------------------|--|---|---|
| 7.8 | Funding | Implement low-maintenance landscaping techniques in all existing and new park sites. Remove turf areas that do not support specific recreational uses. Avoid high-maintenance plantings | No Change. | |
| 7.9 | Funding | Identify and implement other resource-based funding strategies, tied into a marketing campaign to advertise County resources. | No Change. | |
| 7.10 | Funding | Create a transition strategy that defines an appropriate level of maintenance investment in facilities that do not support the County's area of focus. Define a funding threshold for repairs, but do not engage in a major capital reinvestment. | No Change. | |
| 7.11 | Funding | Renovate or replace capital facilities that support the County's area of focus, as well as the goals, vision and objectives noted in this Element. | Renovate or replace capital facilities that support the County's area of focus, as well as the goals, vision and objectives noted in this PROS Plan Element. | Added element title/consistent wording. |
| 7.12 | Funding | Avoid providing or accepting new parks and habitat areas (together with planned or built facilities) if the County or other provider is unable to pay for the subsequent annual operating and maintenance costs of facilities at the site | No Change. | |
| 7.12.1 | Funding | Non-capital alternatives may be pursued if operating and maintenance cost restrictions prohibit capital construction. | No Change. | |
| 7.13 | Funding | Create strategies or a business plan for facilities identified in PR 5.6, which are not consistent with the County's area of focus, to recover costs sufficient to support their maintenance and operations. For example, at Freeland Hall, either charge fees for grounds maintenance or create an agreement where the Holmes Harbor Activities Club provides all site and grounds maintenance and improvements | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|---------------------------------------|---|---|---|
| 8 | Partnerships and Collaboration | Foster partnerships and county-wide collaboration among park and habitat providers to improve the provision of habitat conservation and recreation services | No Change. | |
| 8.1 | Partnerships and Collaboration | Support a comprehensive, county-wide park and habitat system that integrates Island County lands within a larger system supported by multiple jurisdictions, organizations, and public and private agencies. | | |
| 8.2 | Partnerships and Collaboration | Continue to cooperate with State and Federal agencies, local governments, special purpose districts, non-profits and other organizations to achieve the vision and goals set forth in this Element. | Continue to cooperate with State and Federal agencies, local governments, special purpose districts, non-profits and other organizations to achieve the vision and goals set forth in this PROS Plan Element. | Added element title/consistent wording. |
| 8.3 | Partnerships and Collaboration | Acquire and manage park lands in ways that complement other public and private recreation and conservation efforts. | No Change. | |
| 8.4 | Partnerships and Collaboration | Continue to coordinate with other County departments and jurisdictions in consolidating and defining the methods to identify, retain, and conserve natural lands and habitat areas within the County. | No Change. | |
| 8.5 | Partnerships and Collaboration | Collaborate with others to promote Island County as a recreation destination, using a variety of public relations and marketing techniques to increase awareness of the County's parks and recreation facilities | No Change. | |
| 8.6 | Partnerships and Collaboration | Partner with community groups, concessionaires and others to provide appropriate programming and outdoor events consistent with the vision and goals in this Element. This may include but is not limited to low-impact/passive outdoor community events, environmental education, campground programs, facility-based programming (e.g., related to boating, hunting, trail use), etc. | Partner with community groups, concessionaires and others to provide appropriate programming and outdoor events consistent with the vision and goals in this PROS Plan Element . This may include but is not limited to low-impact/ passive outdoor community events, environmental education, campground programs, facility-based programming (e.g., related to boating, hunting, trail use), etc. | Added element title/consistent wording. Removed passive. |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|-----------------|--------------------------------|---|--|-------------------------------|
| 8.7 | Partnerships and Collaboration | Formalize the County's role with ongoing and new potential partners. There are many other providers in Island County who play a variety of roles in conserving habitat and providing recreational opportunities. If one of these providers is better positioned to meet identified needs, let them. If a partnership or collaborative effort is proposed with Island County, clearly define the County's role according to its area of focus including spelling out financial and management responsibilities for both parties. | No Change. | |
| 8.8 | Partnerships and Collaboration | Coordinate or partner with non-profit groups, vendors, businesses, or other agencies to provide outdoor recreation programming consistent with the County's area of focus. | No Change. | |
| 8.9 | Partnerships and Collaboration | Cooperate with other public and private agencies to protect habitat and provide recreation opportunities before the most suitable sites are lost to development | No Change. | |
| 8.10 | Partnerships and Collaboration | Explore partnerships with vendors, for-profit concessionaires, and non-profit groups to provide programs, events and services consistent with the County's area of focus, vision and goals of this Element. | Explore partnerships with vendors, for-profit concessionaires, and non-profit groups to provide programs, events and services consistent with the County's area of focus, vision and goals of this PROS Plan Element. | Added element title. |
| <u>9</u> | Community Outreach | Engage Island County residents in the planning and stewardship of parks, trails, and conservation areas, and provide effective communication to improve awareness and support of County services. | No Change. | |
| 9.1 | Community Outreach | Provide opportunities for public input in park planning and design decisions to keep tabs on local park and recreation preferences, needs, and trends. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|--------------------|---|--------------------------|-------------------------------|
| 9.2 | Community Outreach | Promote volunteerism to enhance community support and stewardship of parks, recreation facilities, and natural resources. In particular, encourage citizen involvement and participation in maintaining, improving, and restoring parks and natural areas | No Change. | |
| 9.3 | Community Outreach | Increase volunteer coordination and administration to ensure that volunteers have sufficient direction, support and recognition. | No Change. | |
| 9.4 | Community Outreach | Enhance customer service and increase site use by making information more accessible to residents and visitors. | No Change. | |
| 9.5 | Community Outreach | Prior to instituting boat ramp and trailhead parking fees, create press releases, website information, and email notifications with messages about “Investing in Our Parks.” Create an email address where residents can send their recommendations regarding specific small-scale improvements that are needed (and fit the County’s area of focus). Also, create an online volunteer coordination and recruitment tool where volunteers join a work party to help with identified improvements. The goal of the public information effort is to allow residents to be involved in and see the positive changes that these new funding initiatives will bring. | No Change. | |
| 9.6 | Community Outreach | When funding is available, provide staff time for volunteer coordination, direction, recognition, and general involvement. Initially, this may be a part-time position that eventually expands. Ensure that volunteers are not engaging in undirected activities, such as new trail development, without permission or guidance to do so. | No Change. | |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------|--------------------|---|--------------------------|-------------------------------|
| 9.7 | Community Outreach | Increase volunteer coordination through more specifically defined volunteer programs and opportunities, including written volunteer guidelines for specific tasks, such as habitat restoration, trail building and site maintenance. | No Change. | |
| 9.8 | Community Outreach | Plan a larger effort to advertise and market County sites as tourism destinations for their scenic value, outdoor facilities, camping opportunities, event capacity, etc. Replace the marketing coordinator position at Four Springs Lake Preserve with a system-wide marketing specialist who oversees all facilities. | No Change. | |
| 9.9 | Community Outreach | Establish an online system for campsite and other facility reservations. Other agencies use online reservation providers that are paid for by the user. | No Change. | |
| 9.10 | Community Outreach | Incorporate opportunities for historical and environmental interpretation into the park system to educate the public about the local, regional, and ecological context. | No Change. | |

Remaining Items from Natural Resources Element

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|----------------------|----------------------|---|--|--|
| 11-9.3 | Natural Lands | Enhance recreational opportunities for County residents. | No change | NA |
| 12-10 | Natural Lands | Protect natural, scenic, cultural, and historic lands as community assets. | Protect natural, scenic, cultural, and historic lands as community assets. | Reworded, differentiate between Goal 11 |
| 12-10.1 | Natural Lands | Maintain Island County's natural lands and open space to protect health and welfare, enhance the quality of life, preserve heritage, promote economic vitality and reduce the burden on government resources. | No change | NA |
| 12-2 | Natural Lands | When converting land to a use that requires water availability, Island County will prohibit major alterations to the land beyond the minimum necessary to do soil and water testing prior to the issuance of a water right or other state or local authorized evidence of adequate potable water. | When converting land to a use that requires water availability, Island County will prohibit major alterations to the land beyond the minimum necessary to do soil and water testing prior to the issuance of a water right or other state or local authorized evidence of adequate potable water. | Remove, already covered in permit process |
| 12-10.2 | Natural Lands | Ensure residents have adequate access to open space areas, including land that contains natural areas, habitat lands, natural drainage features, and/or other environmental, cultural, and scenic resources. | Ensure residents have adequate access to open space areas, including land that contains natural areas, <u>beach access</u> , habitat lands, natural drainage features, and/or other environmental , cultural, and scenic resources. | Reworded, take out sensitive areas |
| 13-11 | Natural Lands | Continue to promote active public involvement in the conservation or protection of important natural lands. | Continue to promote active public involvement in the conservation or protection of important natural lands. | |
| 13-11.1 | Natural Lands | Foster enduring voluntary land conservation through government assistance such as income and estate tax benefits, technical assistance grants and programs to purchase partial land interests. | Foster enduring voluntary land conservation <u>through incentives, partnerships, new innovative solutions, and</u> government assistance such as income and estate tax benefits, technical assistance grants and programs to purchase partial land interests | Reworded, other examples |
| 13-11.1.1 | Natural Lands | Continue implementing the Public Benefit Rating System as a property tax reduction incentive program for property owners to conserve open space. | No change | NA |
| 13-11.1.2 | Natural Lands | Maintain existing current use taxation programs for designated forest and agricultural lands. | No change | NA |
| 14-12 | Natural Lands | Continue an open dialogue between Island County, incorporated jurisdictions, special purpose districts, non-profits, and other interested individuals and organizations working toward the conservation or protection of natural lands. | No change | NA |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|-----------------------------|--------------------------------------|---|--|--|
| 14.1 <u>12.1</u> | Natural Lands | Establish and maintain partnerships with State and Federal agencies, cities, towns, private non-profit conservation groups, port districts, school districts, tribes, foundations, corporations and individuals for the purpose of acquiring or protecting natural lands. | Establish and maintain <u>Continue to foster active public involvement and</u> partnerships with State and Federal agencies, cities, towns, private non-profit conservation groups, port districts, school districts, tribes, foundations, corporations and individuals for the purpose of acquiring or protecting natural lands. | Reworded, more active public involvement |
| 14.2 <u>12.2</u> | Natural Lands | Design and implement education programs to promote the benefits of conserving natural lands, and to introduce available and proposed current use taxation programs. | No change | NA |
| 15 <u>13</u> | Resource Lands | Protect existing and ongoing resource management operations and preserving longterm commercial viability of those uses. | No change | NA |
| 15 <u>13.1</u> | Resource Lands - Rural Forest | Measures shall be used to support silviculture industries. | Measures shall be used <u>Implement further measures</u> to support silviculture practices industries. | Reworded, stronger language |
| 15 <u>13.2</u> | Resource Lands - Rural Forest | Encourage the conservation of lands suitable for forestry use and support forestry as an activity valued in the County. | Encourage the conservation of lands suitable for forestry use- <u>and support</u> healthy forestry ry <u>management</u> as an activity valued in the County. | NA |
| 15 <u>13.3</u> | Resource Lands - Rural Forest | Cluster development or encourage low intensity uses to minimize site clearing and maintain future forestry use options | Cluster development or Encourage low intensity uses <u>or cluster development</u> to minimize site clearing and maintain future forestry use options | Reworded, clarity |
| 15 <u>13.4</u> | Resource Lands - Rural Forest | Encourage forestry landowners to retain their lands in timber production and to utilize tax incentive programs. | No change | NA |
| 15 <u>13.5</u> | Resource Lands - Rural Forest | Support innovative public and private programs that provide foresters incentives to stay on the land. | No change | NA |
| 15 <u>13.6</u> | Resource Lands - Rural Forest | Encourage selective clearing and logging, as opposed to clearcutting, if forest harvesting is done in the Ebey's Landing National Historical Reserve. | Encourage selective clearing and logging, as opposed to clearcutting, <u>especially</u> if forest harvesting is done in the Ebey's Landing National Historical Reserve. | Reworded, stronger language |
| <u>13.7</u> | <u>Resource Lands - Rural Forest</u> | <u>New policy</u> | <u>Promote innovative and sustainable forest management that enhances forest health, protects existing tree canopy, and promotes replanting with diverse native species.</u> | Added, encouraging innovation and conservation |
| <u>13.8</u> | <u>Resource Lands - Rural Forest</u> | <u>New policy</u> | <u>Encourage reforestation of underutilized or degraded lands and agroforestry practices that integrate native trees into the landscape.</u> | Added, encouraging reforestation where appropriate |
| 15.7 <u>13.9</u> | Resource Lands - Commercial Ag | Achieve agricultural preservation through: | No change | NA |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|---|--------------------------------|---|--|-------------------------------|
| 15.7.1 13.9.1 | Resource Lands - Commercial Ag | Right to farm and forest measures which protect the right to pursue farm and forestry activities. | Support right to farm and forest measures which protect the right to pursue farm and forestry activities. | Reworded, clarity |
| 15.7.2 13.9.2 | Resource Lands - Commercial Ag | Support the continuation of preferential tax programs. | No change | NA |
| 15.8 13.10 | Resource Lands - Commercial Ag | Encourage an effective stewardship of the environment to conserve and protect Commercial Agriculture lands. | No change | NA |
| 15.8.1 13.10.1 | Resource Lands - Commercial Ag | Prevent or correct agricultural practices that produce non point source pollution of surface and groundwater | Prevent or correct Encourage agricultural practices that produce non-point source pollution of surface and groundwater. | Reworded, clarity |
| 15.8.2 13.10.2 | Resource Lands - Commercial Ag | Take measures to minimize adverse impacts of agricultural activities. | No change | NA |
| 15.9 13.11 | Resource Lands - Commercial Ag | Protect agricultural operations from incompatible uses by using measures including, but not limited to: | No change | NA |
| 15.9.1 13.11.1 | Resource Lands - Commercial Ag | Ensuring that uses on adjacent lands do not interfere with continuing agricultural good management practices on resource lands; | No change | NA |
| 15.9.2 13.11.2 | Resource Lands - Commercial Ag | Setbacks and buffer strips should be on land within the development unless an alternative is mutually agreed on by adjacent landowners; and | No change | NA |
| 15.9.3 | Resource Lands - Commercial Ag | Public education concerning resource activities and the common benefits derived from them. | Public education concerning resource activities and the common benefits derived from them. | Removed, same as 14.2 |
| 15.10 13.12 | Resource Lands - Commercial Ag | Protect and promote related development such as farmers markets and roadside stands, cooperative marketing, and value added products, etc. | No change | NA |
| 15.11 13.13 | Resource Lands - Commercial Ag | Strengthen public disclosure of current adjacent agricultural activities by means of a “right to farm” notice on the deed, area maps, etc. | No change | NA |
| 15.12 | Resource Lands - Commercial Ag | Support the continued existence of agricultural lands by means of tax incentives or other appropriate financial aid or incentives. | Support the continued existence of agricultural lands by means of tax incentives or other appropriate financial aid or incentives. | Remove, same as 15.7.2 |
| 15.13 13.14 | Resource Lands - Commercial Ag | Coordinate agricultural land preservation policies with other jurisdictions, special districts and their respective programs. | No change | NA |
| 15.14 13.15 | Resource Lands - Commercial Ag | Coordinate agricultural land preservation policies with other County wide Planning Policies through: | No change | NA |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|--|--|---|---|--|
| 15.14.1 13.15.1 | Resource Lands - Commercial Ag | Correlating agricultural land preservation policies with Urban Growth Area policies and with public facility and service provision policies to prevent the extension of urban services to areas intended for continued agricultural use; | No change | NA |
| 15.14.2 13.15.2 | Resource Lands - Commercial Ag | Ensuring that public facility and service extension, even if not directly serving the agricultural lands, do not stimulate the conversion of agricultural land or make its preservation and protection more difficult. | No change | NA |
| 15.15 13.16 | Resource Lands - Commercial Ag | In order to assure the rights of agricultural land owners and to provide them reasonable flexibility to modify classification of their land, owners of agricultural land may request change of agricultural lands classification under certain circumstances. | In order to assure the rights of agricultural land owners and to provide them reasonable flexibility to modify classification of their land, owners of agricultural land may request change of agricultural lands classification under certain circumstances. In order to assure the conservation of agricultural lands, landowners wishing to request a modification to the classification of their land shall have their proposals reviewed through the comprehensive plan amendment process, consistent with WAC 365-190. | Reworded, consistency with the state laws for de-designating resource lands. |
| 15.16 13.17 | Resource Lands - Commercial Ag | Cooperative agricultural production and marketing will be encouraged. | No change | NA |
| 13.18 | Resource Lands - Commercial Ag | New policy | Permanently preserve prime farmland while directing growth to appropriate areas. | Added, preventing sprawl and directing growth to urban areas |
| 15.17 13.19 | Resource Lands - Mineral | Maintain and enhance natural resource based industries. | No change | NA |
| 15.17.1 13.19.1 | Resource Lands - Mineral | Assure conservation of mineral resource lands. | Assure conservation of mineral resource lands. Conserve long term mineral lands to ensure the continued supply of sand, gravel, and non-renewable minerals, and their protection from urban encroachment, as well as environmental protection through appropriate siting, operation, reclamation standards and groundwater protection measures. | Added, more actionable |
| 15.17.1.1 13.19.1.1 | Resource Lands - Mineral | Assure that the use of lands adjacent to mineral resource lands do not interfere with the continued use, in accordance with best management practices, of lands designated for the extraction of minerals. | No change | NA |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|--|--------------------------|---|--|-------------------------------|
| 15.17.1.2 13.19.1.2 | Resource Lands - Mineral | Assure that the excavated land will have an ultimate economic use which will complement and preserve the value of adjoining land. | No change | NA |
| 15.17.1.3 13.19.1.3 | Resource Lands - Mineral | Maintain the contribution of mining and processing operations to the Island County employment base. | No change | NA |
| 15.17.2 13.19.2 | Resource Lands - Mineral | Island County will provide for title or plat notification for property owners within 300 feet of an existing approved mining operation. | No change | NA |
| 15.17.3 13.19.3 | Resource Lands - Mineral | Regulate surface mining operations to minimize land use conflicts through the conditional use process. | No change | NA |
| 15.17.4 13.19.4 | Resource Lands - Mineral | Apply standards which consider noise levels, light pollution, dust, visual screening, transportation impacts, hours of operation, water quality and groundwater protection and consumption, to new and expanding mine operations. | No change | NA |
| 15.17.5 | Resource Lands - Mineral | Encourage the purchase of development rights, by the mine developer, of the area within 300 feet of the proposed mine, thus limiting use within that area to forestry, agricultural or designated open space, for the life of the mining operation. | Encourage the purchase of development rights, by the mine developer, of the area within 300 feet of the proposed mine, thus limiting use within that area to forestry, agricultural or designated open space, for the life of the mining operation. | Remove, in code |
| 15.18 13.20 | Resource Lands - Mineral | Allow extractive industries to locate where prime natural resource deposits exist, provided these sites are separated by buffers from existing residential areas and restored for appropriate reuse after removing the resource material. | No change | NA |
| 15.19 13.21 | Resource Lands - Mineral | Discourage new residential uses from locating near active extractive sites, unless the residential developer provides adequate buffering. | No change | NA |
| 15.20 13.22 | Resource Lands - Mineral | Operation of new and expanding sites will be regulated by land development standards to ensure proper siting and to minimize environmental impacts during operation. | No change | NA |
| 15.21 13.23 | Resource Lands - Mineral | There is no minimum parcel size for existing operations. Future commercial sites generally should be 10 acres or greater to provide for adequate screening. Future small scale operations such as borrow pits may be less than 10 acres. | There is no minimum parcel size for existing operations. Future commercial sites generally should be 10 acres or greater to provide for adequate screening. Future small scale operations such as borrow pits may be less than 10 acres. | Reworded, simplify |

| Goal or Policy | Theme/Subheading | Existing Goal or Policy Text | Proposed Policy Revision | Reasoning for Proposed Change |
|--|--|---|---|--|
| 15.22 13.24 | Resource Lands - Mineral | On sites with disturbed areas of three acres or less, site reclamation will be carried out as soon as practical, as phased operations are completed, to prevent erosion and water quality degradation, and to return the site to a natural state. Reclaimed sites can be used for any of the uses permitted in the underlying land use designation. | No change | NA |
| 15.23 13.25 | Resource Lands - Mineral | Surface mining is not considered to be a permanent use of the land. The land should be utilized consistent with the long term plans of the community, and mining allowed based upon performance standards. | No change | NA |
| 15.24 | Resource Lands - Mineral | Overlay policies and development regulations shall be implemented in addition to those associated with the underlying land use designation. When there is a conflict in policy statements or development regulations, the more restrictive shall apply. | Overlay policies and development regulations shall be implemented in addition to those associated with the underlying land use designation. When there is a conflict in policy statements or development regulations, the more restrictive shall apply. | Removed, same as 3.7 |
| 15.25 13.26 | Resource Lands - Mineral | Island County shall notify adjacent landowners of the existence of a surface mine and to the extent known, undeveloped mineral resources, acknowledging that surface mining is market dependent, and operations may be intermittent and more or less intense at times. | No change | NA |
| 13.27 | Resource Lands - Mineral | New policy | Encourage Innovative development concepts to buffer agricultural and mineral resource lands from development. | Added, encouraging innovation and conservation |
| 13.28 | Resource Lands - Mineral | New policy | Develop guidelines that require cluster developments to be separated from lands designated Commercial Agriculture and Mineral Resource by dedicated open space areas or by other buffering measures. Buffers may be provided by trees, but may also be separated by distance. | Added, building upon previous policy |



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 7/9/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Fred Snoderly, Director

Amount of time requested for agenda discussion. 45 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Multi-Jurisdiction Hazard Mitigation Plan

Description: Emergency Management will kick off the planning process with a discussion with board covering schedules, goals & objectives and planning partner expectations.

Attachment: Memorandum, Planning Timeline Gantt Chart, Initial Goals & Objectives, Planning Partner Letter of Intent, Planning Partner Expectations

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Solid Waste

Agenda Item No.: 2

Subject: Vehicle Wrecking and Disposal

Description: Discussion of vehicle wrecking and disposal regulations, licensing, administrative requirements, and operational procedures

Attachment: Memorandum, Recreational Vehicle Wrecking Photos

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: County Roads

Agenda Item No.: 3

Subject: Right of Way Procedures Update (LPA-001 Rev. 6/2025)

Description: Washington State department of Transportation (WSDOT) requires local agencies to use the form “Right of Way Procedures” for Real Property Acquisitions. This form is to be updated every 3 years.

The Right of Way Procedures are compliant with Federal Guidelines to acquire property using Federal Funding and WSDOT standards. WSDOT’s updated form (LPA-001 Revised 6/2025) updates Island County’s Administrative Settlement Policy, Waiver Valuation, Additional Real Property and Right of Way Acquisition Policies along with Island County’s Staff Qualifications.

Attachment: Memorandum, Right of Way Procedures (LPA-001 Rev. 6/2025)

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Emergency Management

Eric Brooks, MIPM, Deputy Director DEM

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: E.Brooks@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

9 July 2025

TO: Board of County Commissioners – Island County

FROM: Eric Brooks/Island County Emergency Management

RE: Island County Multi-Jurisdiction Hazard Mitigation Plan

At the July 9, 2025, Work Session, the Department of Emergency Management (DEM) will present the proposed schedule and planning framework for the update of the Island County Multi-Jurisdiction Hazard Mitigation Plan (HMP). This plan is a critical tool in our collective efforts to reduce the loss of life, property damage, and economic disruption caused by natural disasters.

Hazard mitigation planning is a proactive process that begins with a thorough risk assessment of natural hazards that commonly affect Island County. These include, but are not limited to, earthquakes, floods, severe storms, and wildfires. Through this process, participating jurisdictions identify vulnerabilities and develop long-term, sustainable strategies to reduce or eliminate risks to people, property, and critical infrastructure.

The HMP is essential to breaking the cycle of disaster damage, emergency response, and costly recovery efforts. Moreover, a FEMA-approved and locally adopted mitigation plan is required for eligibility for certain types of federal disaster assistance, including mitigation grants.

Planning Partners

The 2025 planning effort is a multi-jurisdictional collaboration. Planning partners include:

- City of Oak Harbor
- Town of Coupeville
- City of Langley
- Camano Island Fire and Rescue (Fire District 1)
- North Whidbey Fire and EMS (Fire District 2)
- Central Whidbey Fire and Rescue (Fire District 5)
- South Whidbey Fire and EMS (Fire District 3)
- Port of Coupeville
- Port of South Whidbey
- Whidbey Island Public Hospital District
- Island County Public Transportation Benefit Area

These partners will actively participate in all phases of the planning process, including risk assessment, development of mitigation strategies, public engagement, and plan adoption.

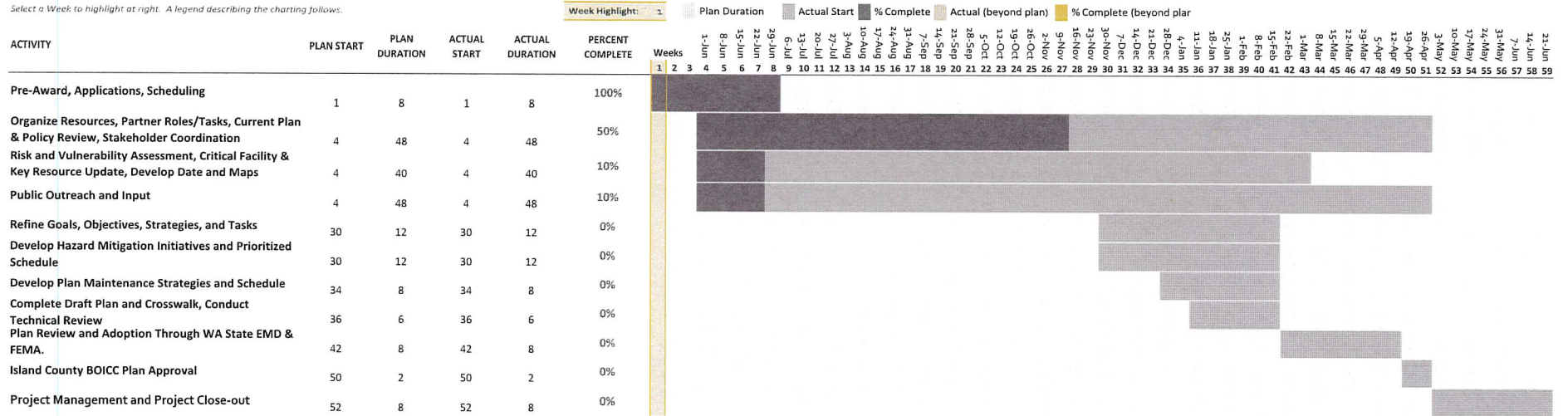
Initial Goals and Objectives

The DEM will also present a set of draft goals and objectives to guide the plan's development. These foundational elements reflect the county's commitment to community resilience and will serve as the framework for developing specific mitigation actions. The goals and objectives will continue to be refined in collaboration with planning partners, stakeholders, and the public throughout the process.

The Department looks forward to engaging the Board in this important initiative and appreciates your continued support in enhancing Island County's disaster resilience.

Hazard Mitigation Plan Project Timeline

Select a Week to highlight at right. A legend describing the charting follows.



ISLAND COUNTY 2025 GOALS AND OBJECTIVES

(Carryover from 2020 HMP)

Goals

1. Protect life, property, the environment and the economy.
2. Reduce community risk through increased public awareness of the hazards of concern and mitigation opportunities.
3. Leverage public and private partnering opportunities.
4. Enhance community resilience through proactive measures.
5. Encourage and pursue multi-objective opportunities or solutions whenever possible to help reduce the impacts from hazards through sustainable, cost-effective and environmentally sound mitigation efforts and projects.

Objectives

1. Sustain continuity of local emergency and government operations, including the operation of identified critical facilities, during and after a disaster.
2. Reduce natural hazard-related risks and damages to Island County residents, with a focus on providing assistance and information to isolated/vulnerable populations within the planning area.
3. Utilizing the best available data and science, continually share updated information on hazards, risk, and ways to reduce risk with all stakeholders within the planning area.
4. Strengthen codes, land use planning and their enforcement, so that new construction can avoid or withstand the impacts of natural hazards.
5. Provide/improve protection and response measures by applying mitigation actions that reduce impact through established plans, policies, procedures, and systems.
6. Retrofit, purchase or relocate structures based on one or more of the following criteria: level of exposure, repetitive loss history, and previous damage from natural hazards.
7. Seek mitigation projects that minimize environmental impacts, improve the environment's ability to absorb the impact of natural disasters, or seek ways to mitigate their impacts on the environment.
8. Encourage public/private partnerships to strengthen the resilience throughout the County, including continuity planning, and individual awareness programs such as (but not limited to) NFIP, CERT, Firewise and Storm Ready programs for residents.

June __, 2025

Island County Hazard Mitigation Planning Partnership

C/O Bev O'Dea, Bridgeview Consulting, LLC.

1708 155th St. NW

Gig Harbor, WA 98332

Via email at: BevOdea@bridgeviewconsulting.org

Dear Island County Planning Partnership,

Please be advised that the _____ (*insert City or district name*) is committed to participating in the update to the Island County 2019 Hazard Mitigation Plan Update. As the _____ (title, e.g., Chief Administrative Official) for this jurisdiction, I certify that I will commit all necessary resources in order to meet Partnership expectations as outlined in the "Planning Partners expectations" document provided by the planning team, in order to obtain Disaster Mitigation Act (DMA) compliance for our jurisdiction.

Mr./Ms. _____ will be our jurisdiction's point of contact for this process and they can be reached at (*insert: address, phone number and e-mail address*). The alternate point of contact for this process will be _____.

We understand that this designated point of contacts' time will be applied to the "in-kind" local match for the grant that is funding this project. To aid in the determination of this local match, we have determined that the hourly rates (base salary only - no benefits included) for our designated point of contact is \$ _____ per hour and the alternate point of contact rate is \$ _____ per hour.

The funding source for our point of contact's position within our jurisdiction **is / is not** through federal funds. If it is through federal funds, we estimate that _____ percentage of their salary is federally funded.

Sincerely,

PLANNING PARTNER EXPECTATIONS

ACHIEVING DMA COMPLIANCE FOR ALL PLANNING PARTNERS

One of the goals of the multi-jurisdictional approach to hazard mitigation planning is to achieve compliance with the Disaster Mitigation Act (DMA) for all participating members in the planning effort. There are several different groups who can be involved in this process at different levels, and as determined by the planning partnership. In order to provide clarity, the following is a general breakdown of those groups:

- ✓ Hazard Mitigation Plan Development Staff (county and consulting teams) responsible for the overall project management, plan development, and accounting of the project.
- ✓ The Hazard Mitigation Planning Team, whose makeup includes the county project management team, Bridgeview Consulting members, and those planning partners responsible for the plan's written development;
- ✓ The planning partners, who are those jurisdictions or special purpose districts that are *actually developing an annex* to the regional plan; and
- ✓ The stakeholders, which are the individuals, groups, subject matter experts, businesses, academia, etc., from which the planning team gains information to support the various elements of the plan.

DMA compliance requires that *participation* be defined in order to maintain eligibility with respect to meeting the requirements which allows a jurisdiction or special purpose district to develop an annex to the base plan. To achieve compliance, the plan must clearly document how each planning partner that is seeking inclusion in the plan participated in the plan's development. The best way to do this is to clearly define "participation". For this planning process, "participation" is defined by the following criteria examples (this list is not all-inclusive):

- ✓ **Estimated level of effort.** It is estimated that the total time commitment to meet these "participation" requirements for a planning partner will be ***approximately 40 - 50 hours over the course of time required to develop the plan.*** This time is reduced somewhat for special purpose districts.
- ✓ **Participate in the process.** As indicated, it must be documented in the plan that each planning partner "participated" in the process to the best of your capabilities. There is flexibility in defining "participation," which can vary based on the type of planning partner (i.e.: City or County, vs. Special Purpose District) involved. However, the level of participation must be defined at the on-set of the planning process, and we must demonstrate the extent to which this level of participation has been met for each partner.

- ✓ The planning team will be responsible for supporting the partnership during the public involvement phases of the planning process. Support could be in the form of providing venues for public meetings, attending these meetings as participants, providing technical support, etc. Each entity completing an annex will be required to complete the public outreach strategy.
- ✓ **Duration of planning process.** This process is anticipated to take 10-12 months to complete (not including state and FEMA review). It will be easy to become disconnected from the process objectives if you do not participate in some of these meetings to some degree. General tasks associated with this effort include review of existing plans, updating of general profile and Census data, identification and/or verification of critical infrastructure, and public outreach efforts (to be identified and defined during planning meetings or workshops, but at a minimum will require two efforts).
- ✓ **Capability Assessment.** All planning partners will be asked to identify their capabilities during this process. This capability assessment will require a review of existing documents (plans, studies, and ordinances) pertinent to each jurisdiction to identify policies or recommendations that are consistent with those in the "base" plan or have policies and recommendations that complement the hazard mitigation initiatives selected (i.e.: comp plans, basin plans, or hazard specific plans or information, studies, reports, etc.).
- ✓ **Hazard Identification and Risk Ranking.** All planning partners will participate in the identification of hazards to be addressed during this effort and the overall risk ranking exercise for the base plan. (Other hazards not addressed by the general body of the group may be included in specific annex documents.) Once the base plan risk ranking has occurred, each planning partner will complete their own risk ranking exercise for their own jurisdiction/entity. This is a facilitated process and requires mandatory attendance at the risk ranking planning meeting to gain compliance. This meeting will be mandatory attendance.
- ✓ **Action/Strategy Review.** All previous planning partners will be required to perform a review of the strategies from their respective prior action plan to determine those that have been accomplished and how they were accomplished; and why those that have not been accomplished were not completed. Note – even if your plan has expired, it is still considered an update, and not a new plan. The planning team will be available to assist with this task; however, for existing planning partners, this is mandatory.
- ✓ **Annex Template Development.** Each planning partner will be required to develop their own annex template, which will be the data specific to their entity or jurisdiction. Information contained in this document will include, but is not limited to a community profile, population or service area data, disaster history information, identification of critical facilities. The template itself will be provided; however, the actual completion of the document is a requirement of each planning partner. This element is mandatory for active participation.

Planning Partner Expectations

Island County Hazard Mitigation Plan Update

- ✓ **Consistency Review.** All planning partners will be required to review the entire base plan when completed, and their respective annex document after final editing by the planning team. Customarily, there is a minimum of two weeks provided for this review process, but normally we attempt to give an entire month for this element of the project.
- ✓ **Plan adoption.** Each jurisdiction and special purpose district involved in the effort must adopt the plan once FEMA and State approval have been gained. If not adopted by each jurisdiction, that jurisdiction's plan is not considered to be "in place," meaning that in essence, they have no hazard mitigation plan in place even though they have gone through the process.

One of the benefits of multi-jurisdictional planning is the ability to pool resources. This means more than monetary resources. Resources such as staff time, meeting locations, media resources, technical expertise will all need to be utilized to generate a successful plan.

It is anticipated that two or three workshop sessions will be required to complete this plan. Those sessions will last three or four hours each and take the place of monthly meetings. While the workshop sessions will provide the bulk of actual meeting attendance, based on the progress of the planning partnership as a whole, there may be additional meetings which may be required; *however, each planning partner will be required to attend, at a minimum, the workshops.* Much of the data exchange can occur through email or telephone calls, which will supplement the workshops.

With the above participation requirements in mind, each planning partner will be asked to aid this process by being prepared to develop its own section of the plan. To be an eligible planning partner in this effort, each Planning Partner will be asked to provide the following:

- A. A "Letter of Intent to participate" or Resolution to participate to the Planning Team (see exhibit A).
- B. Designate a lead point of contact for this effort. This designee will be listed as the hazard mitigation point of contact for your jurisdiction in the plan. An alternate is also highly recommended in case the designated lead becomes unavailable.
- C. Identify their hourly rate of pay for this point of contact, which will be used to calculate the in-kind match for the grant that is funding this project.
- D. If requested, provide support in the form of mailing list, possible meeting space, and public information materials, such as newsletters, newspapers, or direct mailed brochures, required to implement the public involvement strategy developed during this planning process.
- E. Participate in the process. There will be many opportunities as this plan evolves to participate. Opportunities such as:

- a. Hazard Mitigation Planning Team meetings;
- b. Public meetings or open houses;
- c. Workshops/ Planning Partner specific training sessions;
- d. Public review and comment periods prior to adoption.

At each one of these opportunities, attendance will be recorded. Attendance records will be used to document participation for each planning partner. While attendance at every meeting may not be practical, there are meetings which are mandatory. Each planning partner should attempt to attend as many meetings and events as possible but must attend the minimum established requirement.

- F. There will be **mandatory** workshops that all planning partners will be required to attend. These workshops will cover specific items, one of which will be the proper completion of the jurisdictional annex template which is the basis for each partner's jurisdictional chapter in the plan. Failure to have a representative at these mandatory workshops will disqualify the planning partner from participation in this effort. The scheduling for these workshops will be far enough in advance to allow the planning partners to attend.
- G. In addition to participating in the mandatory workshops, each partner will be required to complete their annex document and provide it to the planning team in the timeframe established. Technical assistance in the completion of these annexes will be available, but the actual writing of the annex document is the responsibility of each planning partner. Failure to complete your annex in the required timeframe may lead to disqualification from the partnership.
- H. Each partner will be asked to perform a "consistency review" and "capabilities assessment" of all technical studies, plans, ordinances specific to hazards to determine the existence of any not consistent with the same such documents reviewed in the preparation of the County (parent) Plan. In the same category, each partner will also be required to review the entire base plan once completed, as well as their edited annex.
- I. Each partner will be asked to review the Risk Assessment and identify hazards and vulnerabilities specific to its jurisdiction. Resources will be provided to each planning partner with information to aid in this task if the jurisdiction/entity does not have their own capacity, but the determination of risk and vulnerability will be up to each partner (through a facilitated process during one of the mandatory workshops).
- J. Each partner will be asked to review and determine if the mitigation recommendations chosen in the parent plan will meet the needs of its jurisdiction. Projects within each jurisdiction consistent with the base plan recommendations

will need to be identified and prioritized and reviewed to determine their benefits vs. costs.

K. Each partner will be required to create its own action plan that identifies each project, who will oversee the task, how it will be financed and when it is estimated to occur.

L. Each partner will be required to formally adopt the plan.

Planning tools and instructions to aid in the compilation of this information will be provided to all committed planning partners. Each partner will be asked to complete their annexes in a timely manner and according to the timeline established during the initial planning meeting.

Once this plan is completed and FEMA approval has been determined for each partner, each entity will be required to adopt the plan. Maintaining eligibility will be dependent upon each partner implementing the plan's maintenance protocol identified in the plan.

Exhibit A
Example Letter of Intent to Participate

Island County Hazard Mitigation Planning Partnership

C/O Bev O'Dea, Bridgeview Consulting, LLC.

1708 155th St. NW

Gig Harbor, WA 98332

Via email at: BevOdea@bridgeviewconsulting.org

Dear Island County Planning Partnership,

Please be advised that the _____ (*insert City or district name*) is committed to participating in the update to the Island County 2019 Hazard Mitigation Plan Update. As the _____ (title, e.g., Chief Administrative Official) for this jurisdiction, I certify that I will commit all necessary resources in order to meet Partnership expectations as outlined in the "Planning Partners expectations" document provided by the planning team, in order to obtain Disaster Mitigation Act (DMA) compliance for our jurisdiction.

Mr./Ms. _____ will be our jurisdiction's point of contact for this process and they can be reached at (*insert: address, phone number and e-mail address*). We understand that this designated point of contact's time will be applied to the "in-kind" local match for the grant that is funding this project. To aid in the determination of this local match, we have determined that the hourly rates (base salary only - no benefits included) for our designated point of contact is \$ _____ per hour and the alternate point of contact rate is \$ _____ per hour.

The funding source for our point of contact's position within our jurisdiction **is / is not** through federal funds. If it is through federal funds, we estimate that _____ percentage of their salary is federally funded.

Sincerely,

**Island County Public Works***Fred Snoderly, Director**James Sylvester, Assistant Director*1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: F.Snoderly@islandcountywa.gov | J.Sylvester@islandcountywa.gov**M E M O R A N D U M**

July 9, 2025

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **Vehicle Wrecking and Disposal**

Vehicle wrecking and disposal is primarily regulated by RCW 46.80, *Vehicle Wreckers*, RCW 46.79, *Hulk Haulers and Scrap Processors* and WAC 308-63, *Wreckers*. These regulations apply to the dismantling of registered vehicles such as cars, trucks, and motorized and non-motorized recreational vehicles. Although vehicle wreckers must be licensed to operate, permitted solid waste handling facilities may dismantle and dispose of non-motorized abandoned recreational vehicles without a license.

On Whidbey Island, Christians Towing Auto Storage Wrecking & Recycling, LLC provides wrecking services for vehicles, with the notable exception of motorized recreational vehicles. To meet the need, and protect public health and safety, the Coupeville Solid Waste Transfer Station currently accepts for disposal motorized recreational vehicles, in addition to non-motorized vehicles. Recreational vehicles must be owned outright with proper proof of ownership or be abandoned junk vehicles originating on County or State road right-of-way, and hence require removal for public safety. The per ton solid waste hard-to-handle fee of \$232.70 per ton and a freon containing appliance fee if applicable, is charged to the owner of the vehicle.

Attachment 1 provides photographs of a recreational vehicle being wrecked at a solid waste handling facility, rather than at a licensed vehicle wrecker site. Following legal transfer of ownership, the vehicle housing is removed utilizing heavy equipment. Subsequently, the chassis and core components are placed on a flatbed truck and transported to a licensed off-island vehicle wrecker, as per regulatory requirements.

Attachment 1

Recreational Vehicle Wrecking





Island County Public Works

Ed Sewester, P.E., County Engineer

Matthew Lander, P.E., Assistant County Engineer

1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Ed.Sewester@islandcountywa.gov | M.Lander@islandcountywa.gov

MEMORANDUM

July 9, 2025

TO: Board of County Commissioners

FROM: Ed Sewester, P.E., County Engineer

RE: Right of Way Procedures Update for Island County Real Property Acquisition

Washington State Department of Transportation (WSDOT) requires local agencies to use form "Right of Way Procedures" for Real Property Acquisitions. This form is to be updated every 3 years.

The Right of Way Procedures are compliant with Federal guidelines to acquire property utilizing Federal Funding and WSDOT standards. WSDOT's updated form (LPA-001 Revised 6/2025) updates Island County's Administrative Settlement Policy, Waiver of Appraisal / Waiver Valuation, Additional Real Property and Right of Way Acquisition Policies along with Island County's Staff Qualifications.

Right of Way Procedures

The ISLAND COUNTY (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies outlined in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG) Manual.

Below is a list of Agency staff, by name and position titles, who are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provide a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

- i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are conducted in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - Ensure consultants hired meet the minimum requirements as outlined in ROW Manual Chapters 2 & 8 and Chapter 3 for Appraisal and Appraisal Review.
 - Use of consultant contract approved by WSDOT
 - Management of ROW contracts
 - Management of ROW files
 - Reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation before offers are made;
- Oversight and approval of Waiver Valuations per policy;
- Oversight and approval of Administrative Settlements per policy;
 - Ensure that Administrative Settlements are reviewed and accepted by the Local Agency Coordinator prior to final signature.
- Ensure the Agency has a relocation appeal process before starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.

- Verifies whether ROW is needed and that the property rights and/or interests needed are sufficient to construct, operate, and maintain the proposed projects. See LAG Appendix 25.171, 25.1726, and the No ROW Checklist (LPA-008).

ED SEWESTER, P.E., COUNTY ENGINEER

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff or consultants that meet the requirements outlined in ROW Manual Chapter 3 to perform appraisal work;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare Wavier Valuation;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

Contract with a Qualified Consultant

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to ensure they are adequate and reliable, have reasonable supporting data, and approve appraisal reports. Ensure appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff or consultants that meet the requirements outlined in ROW Manual Chapter 3 to perform appraisal review work;
- Ensures project-wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

Contract with a Qualified Consultant

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff/consultants to perform acquisition activities for real property or real property interests, including donations;
- Staff and consultants must meet the requirements outlined in ROW Manual Chapters 2 & 8
- To avoid a conflict of interest, when the acquisition function prepares a Waiver Valuation, only acquires property valued at \$15,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare Waiver Valuation justification and obtain approval;
- Prepare Administrative Settlement and obtain approvals;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well-organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management, as necessary.

MARY MARTIN, ENGINEERING TECH III

ANNE NYSETH, ENGINEERING TECH II

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff/consultants to perform relocation that meets the requirements outlined in ROW Manual Chapters 2 & 8.
- Prepare and obtain approval of relocation plan before starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;

- Make calculations and provide recommendations for Agency approving authority before making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well-organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

Contract with a Qualified Consultant

vi. PROPERTY MANAGEMENT:

Establish property management policies and procedures that will assure the control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensure that property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff/consultants to perform property management that meets the requirements outlined in ROW Manual Chapters 2 & 8.
- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well-organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

FRED SNODERLY, PUBLIC WORKS DIRECTOR

ED SEWESTER, P.E., COUNTY ENGINEER

JAMES SYLVESTER, ASSISTANT PUBLIC WORKS DIRECTOR

MATTHEW LANDER, P.E., ASSISTANT COUNTY ENGINEER

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. The LAC will perform spot-check reviews on selected federal aid or federal aid-eligible projects. **The LAC must be given an opportunity to review all offers and supporting data before offers are made to the**

property owners. The number of spot-check reviews is dependent upon the scope of the project, the complexity of acquisitions, the local agency's level of experience, and past performance. Spot check reviews may not be required on all projects but will lessen the risk of delays during ROW Certification. Additional information or parcel files may be requested by the LAC to ensure local agency compliance.

- c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlements need to be included with these procedures (see Exhibit A).
 - d. An Agency wishing to take advantage of the Waiver Valuation process for properties valued up to \$35,000 or less must complete Exhibit B of these procedures.
- 2. All projects shall be available for review by the FHWA and Local Programs ROW at any time, and all project documents shall be retained and available for inspection during the plan development, ROW, and construction stages and for three years following acceptance of the projects by Local Programs.
 - 3. Approval of the Agency's procedures by Local Programs ROW may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all, or part of the functions approved.

Melanie Bacon, Chair
Board of County Commissioners

Date

Washington State Department of Transportation

Approved By:

Michelle Newlean, Local Programs Right of
Way Manager

EXHIBIT A

Agency's Administrative Settlement Policy

ADMINISTRATIVE SETTLEMENT PROCEDURE

Often it is necessary for the **COUNTY** to acquire additional property and right of way for road and public works projects. Either a Project Funding Estimate and a Waiver Valuation or an Appraisal and Appraisal Review are performed to establish the fair market value of proposed real property acquisitions. The signing of the Waiver Valuation by those individuals authorized to do so in EXHIBIT "A", or the "Acquiring Agency Concurrence and Authorization on the Certificate of Review Appraiser", by those individuals authorized to do so in EXHIBIT "C" of these Procedures will establish the amount of just compensation. In no event shall such amount be less than the fair market value of such property. The **COUNTY** shall make every reasonable effort to expeditiously acquire the real property by negotiation. Negotiation implies an honest effort by the **COUNTY** to resolve differences with property owners.

An Administrative Settlement may be offered if the property owner has declined the **COUNTY'S** offer of just compensation. The Owner's justification for the additional compensation may vary, but usually results from factors not considered in the original Waiver Valuation or Appraisal and Appraisal Review process. The purchase price may exceed the amount offered as just compensation when reasonable efforts to negotiate on that amount have failed and an authorized **COUNTY** official approves such administrative settlement as being reasonable, prudent, and in the public interest. Also, it may be in the best interest of the **COUNTY** to consider an Administrative Settlement rather than condemnation because of the expense and time lost with litigation. The following defines the limits and authorization for any administrative settlement paid in addition to just compensation for real property and right-of-way acquisitions for **COUNTY** Road and Public Works projects:

1. The **Public Works Director** and **County Engineer** are authorized to offer administrative settlements not to exceed \$10,000 more than the original offer.
2. The **Assistant Public Works Director** and **Construction Engineer** are authorized to offer administrative settlements not to exceed \$5,000 more than the original offer.
3. **Negotiators**, both **COUNTY'S** staff and consultants, are authorized to offer administrative settlements not to exceed \$2,000 more than the original offer.
4. If the property owner does not accept an administrative settlement within the authority of the foregoing individuals, one of these individuals will meet with the Board of County Commissioners in executive session for consultation.

EXHIBIT "A" continued.

LEGAL SETTLEMENTS

If negotiations are not successful and an administrative settlement is not appropriate or is not successful, the **Public Works Director** may recommend to the Board of County Commissioners that a condemnation action is the only remaining solution. If the Board of County Commissioners agrees with the recommendation, it will request the Island County Prosecuting Attorney's Office to commence a Condemnation Action per the applicable Federal, State and Local laws and regulations.

Melanie Bacon, Chair
Board of County Commissioners

Date

Washington State Department of Transportation

Approved By:

Michelle Newlean, Local Programs Right of
Way Manager

EXHIBIT B

Agency's Waiver Valuation

The ISLAND COUNTY, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, and desiring to take advantage of the waiver valuation process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple, has a low fair market value, and the compensation estimate (including the cost to cure items) and the estimated property value is under \$35,000.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers of \$15,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the Waiver Valuation as no review is mandated, the preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation is prepared using comparable sales found and verified at the time of preparation.
- B. The Waiver Valuation is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Once the local agency coordinator has completed a spot check for the project, an offer to the property owner(s) is authorized upon signature.

Minimum Payment Policy

- A. An acquisition offer of just compensation will not be prepared for less than \$500 for real property except in situations of special benefits, in which case the minimum amount of the offer of just compensation may be \$0.

Melanie Bacon, Chair
Board of County Commissioners

Date

Washington State Department of Transportation

Approved By:

Michelle Newlean, Local Programs Right of
Way Manager