

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Kevin Hitchcock, GIS Coordinator/Administrator

DATE: September 9th, 2024

RE: Sensitive Fish and Wildlife Information Release Agreement
Between State of Washington Department of Fish and Wildlife
and Jefferson County

STATEMENT OF ISSUE:

Informed land use decisions and scientific research often require information about the specific locations of fish, wildlife, and habitats. In certain circumstances (e.g., species with a black-market value), disclosing the precise locations of vulnerable species could put them at risk. To preclude inadvertent harm to vulnerable species, Washington's Public Disclosure law (RCW 42.56.430(2)) allows WDFW to restrict access to Sensitive Data.

ANALYSIS:

The purpose of this Agreement is to serve as a confidentiality agreement and data sharing agreement to enable WDFW to disseminate Sensitive Fish and Wildlife Information a Qualified Entity for the purpose of improving outcomes for fish and wildlife from decisions made related to land management, fish management, wildlife management, or scientific research. This Agreement enables WDFW to disclose Sensitive Data to the Recipient while still maintaining rights in and control over such data. This Agreement preserves confidentiality of the Sensitive Data and prevents its unauthorized Disclosure

FISCAL IMPACT:

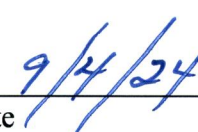
No fiscal impact.

RECOMMENDATION:

Jefferson County Central Services GIS recommends BOCC electronic signature of this agreement using DocuSign.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington Department of Fish & Wildlife

Contract No: CS-08262024

Contract For: Sensitive Fish & Wildlife Information Release Agreement Term: to 08/31/2027

COUNTY DEPARTMENT: Central Services

Contact Person: Kevin Hitchcock

Contact Phone: 360-385-9365

Contact email: kmhitchcock@co.jefferson.wa.us

AMOUNT: \$0

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # _____

Munis Org/Obj _____

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐

N/A: ☒

Kevin Hitchcock

08/27/2024

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐

N/A: ☒

Kevin Hitchcock

08/27/2024

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 8/28/2024.

State agreement. PAO signature block added to the signature page.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 8/29/2024.

State language -- cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

WDFW Questionnaire for Sensitive Fish and Wildlife Information



To get "sensitive" (confidential) data follow these steps.

1. Answer the questions below.
 - Your answers will be inserted into the PHS Release Agreement (contract) below. You can revise the answers as needed in the contract. When the draft contract is acceptable to you, click on "Finish" to forward it to WDFW.
2. If you meet the qualifications to receive sensitive data, we will fill in additional elements of the contract and send the contract to the person who will sign on your behalf.
3. The person with authority for your organization signs the contract and clicks "Finish."
4. WDFW signs the contract, gathers and uploads the data to box.com, then forwards to your agreement manager the final contract with a link to the data.
5. Your agreement manager downloads the sensitive data.

If you have any feedback regarding this form or our new process, please contact PHSproducts@dfw.wa.gov.

For more info about who is qualified to receive sensitive data, see RCW 42.45.430(2) available here: <https://app.leg.wa.gov/RCW/default.aspx?cite=42.56.430>.

PART 1: GENERAL INFORMATION

Question 1: Is your proposed use of sensitive data in support of land management, fish management, wildlife management, or scientific research?

- ☒ Yes
☐ No

Question 2: Select which type of entity is seeking sensitive PHS data:

Government agency

Question 3a: How are you affiliated with the entity? If you are an employee of the entity or are the landowner or easement holder, select "Qualified Entity." If you are a consultant working on behalf of a client, select "Agent for a Qualified Entity.": Qualified Entity

Question 3b: Who is your client?

Access to sensitive data is limited to agents who are working on behalf of a Qualified Entity. If you are an agent, provide the name of the Qualified Entity on whose behalf you are working. Also provide the contact information for someone at the Qualified Entity who can verify your status as an agent.

Qualified Entity's Name:

Name of Person at Qualified Entity who can verify your status as an agent:

Email Address of Person at Qualified Entity who can verify your status:

PART 2: PHS RELEASE AGREEMENT INFORMATION

The PHS Release Agreement (aka Data Sharing Agreement, Confidentiality Agreement, or Non-Disclosure Agreement) is a contract that ensures the confidential data is adequately protected and is not disclosed.

Question 4: What type of project is this?

Other

County planning department critical area review, land management

Question 5: What is the legal name of the entity with whom WDFW will enter into a PHS Release Agreement contract?

Examples: "XYZ County", "Consulting Firm, Inc.", "Prof. T.R. Jones", "Mary Doe", "USFWS Washington Fish & Wildlife Office".

Jefferson County

Question 6: What is the name of the project for which sensitive data is sought?

Examples: "2024 Q1 PHS data refresh for City of Olympia" or "Big Sunny Solar Project" or "Smith house construction project" or "Sage Grouse Thesis – Sanchez".

2024 Jefferson County PHS Data Refresh

Question 7: For what geographic area are you requesting PHS spatial data?

Example answers: "City of ABC", "See zip file emailed 4/6/24", "Parcel XXX-XXX-XXXXX in Snohomish County", "S20-T31-0N R6-0E". Notes:

- The geographic extent must be limited to the area for which you are qualified to receive sensitive data (e.g., land you own or have an active lease for, the extent of your jurisdiction or study area).
- To provide the geographic extent via a GIS file (preferred) or image, please attach it to an email to phsproducts@dfw.wa.gov. Please include the contract number (e.g., "PHS 2024XXXX-X").

Jefferson County, WA

Question 8: Who will manage this agreement for you?

The "agreement manager" is the contact person and the day-to-day manager of the agreement. This person does NOT need to have the authority to sign a contract on behalf of your entity.

Agreement manager's full name: Kevin Hitchcock

Agreement manager's title: GIS Coordinator/Administrator

Agreement manager's phone number: (360) 385-9365

Agreement manager's email address: kmhitchcock@co.jefferson.wa.us

Question 9: Who will sign the agreement for your entity?

The person who signs the contract must have the authority to legally bind your entity.

Contract signer's full name: Kate Dean

Contract signer's title: Chair, Board of County Commissioners

Contract signer's email address: kdean@co.jefferson.wa.us

Question 10: Who will be your "authorized users"?

Access to sensitive data is limited to employees and agents who require knowledge of the sensitive data for the purposes of the agreement. Enter the name and/or title of each employee or agent that is to be designated as an authorized user.

Community Development Director, Development Code Administrator, Planning Manager, Planning Supervisor, Planners (Principal, Senior, Associate, Assistant), Permit Center Coordinator, Planning Technician, Code Compliance Coordinator, Director Environmental Health & Water Quality, Environmental Health Manager, Natural Resources Program Coordinator, Natural Resources Program Clerk Hire, Water Quality Manager, Environmental Health Specialist, Environmental Health Technician, Code Compliance Specialist, Central Services Director, GIS Coordinator/Administrator, GIS Analyst/Cartographer, Public Works Director, Assistant Public Works Director, County Engineer, Engineering Services Manager

PART 3: FORMAT OF THE DATA TO BE PROVIDED

Question 11: In what format do you want the Sensitive PHS Data? (check all that apply)

Digital (includes all PHS data)

- ☒ Esri file geodatabase
- ☐ Shapefile

PDF of 9-section, 1:24,000 scale map (for printing on 11 x 17 paper)

- ☐ All PHS Data, except items below
- ☐ PHS Shrubsteppe and Eastside Steppe
- ☐ Marine Resources (set of three maps: forage fish, marine fish, shellfish areas)

SENSITIVE FISH AND WILDLIFE INFORMATION RELEASE AGREEMENT
BETWEEN
STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AND
Jefferson County

This Sensitive Fish and Wildlife Information Release Agreement (Agreement) is made and entered into by and between the WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as "WDFW," and Jefferson County, hereinafter referred to as "Recipient."

PURPOSE

The purpose of this **Agreement** is to serve as a confidentiality agreement and data sharing agreement to enable WDFW to disseminate **Sensitive Fish and Wildlife Information** a **Qualified Entity** for the purpose of improving outcomes for fish and wildlife from decisions made related to land management, fish management, wildlife management, or scientific research. This Agreement enables WDFW to disclose **Sensitive Data** to the Recipient while still maintaining rights in and control over such data. This Agreement preserves confidentiality of the Sensitive Data and prevents its unauthorized **Disclosure**.

BACKGROUND

Informed land use decisions and scientific research often require information about the specific locations of fish, wildlife, and habitats. In certain circumstances (e.g., species with a black-market value), disclosing the precise locations of vulnerable species could put them at risk. To preclude inadvertent harm to vulnerable species, Washington's Public Disclosure law (**RCW 42.56.430(2)**) allows WDFW to restrict access to Sensitive Data. WDFW's policy "Releasing Sensitive Fish and Wildlife Information" ("**Policy 5210**") specifies the conditions under which agency staff may disclose Sensitive Data to people outside of the agency. Policy 5210's Appendix A specifies which information WDFW considers "sensitive". WDFW must also conform to state data security requirements. Policy 8650.02 "Data Security" specifies what measures must be taken to safeguard confidential data. This Agreement specifies the terms and conditions under which WDFW may provide Sensitive Data to a recipient. As specified below, to receive Sensitive Data, the recipient must agree to safeguard the data consistent with data security requirements and not release it in a way that would violate Policy 5210.

DEFINITIONS

"Agreement" means this Data Sharing Agreement including all documents attached or incorporated by reference.

"Data Backup" refers to the duplication or archiving of data for the purpose of being able to restore them in case of data loss.

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality.

"Data Storage" refers to the state data is in when at rest.

"Data Transmission" refers to the methods and technologies to be used to move a copy of WDFW Data between systems, networks, and/or workstations.

“De-Sensitized Modeled Data” means formerly Sensitive Data that upon written determination by WDFW is no longer considered Sensitive Data due to alteration.

“Disclosure” means to permit access to or release, transfer, or other communication of WDFW Data provided under this Agreement by any means including oral, written, or electronic means, to any party except the Recipient and its authorized users. However, informing a third party whether a specific property under a Sensitive Data mask *is* or *is not* affected by the sensitive species or habitat is not considered a disclosure.

“Generalized Data” means a Sensitive Data point or polygon location that is generalized (i.e., masked) to the resolution specified in Policy 5210 Appendix A. When generalized, the data is no longer Sensitive Data. Generalized Data *does not* include Sensitive Data displayed on maps of any scale, including fine (1:100,000) or very fine (1:250,000) scales – even at these scales, Sensitive Data must be masked without WDFW’s prior written permission.

“Non-Sensitive PHS Data” means information provided by WDFW that (1) meets the criteria established by the Priority Habitats and Species program for Priority Habitats or Priority Species, and (2) is not considered sensitive in WDFW Policy 5210 Appendix A.

“Qualified Entity” means the following entities: (1) Government agencies, (2) Tribes, (3) Accredited colleges and universities, (4) Owner, lessee, or right-of-way or easement holder of private land to which the data pertain or who initially provided the data, and (5) Public utilities. When a Qualified Entity authorizes an agent (e.g., consultant) to represent the Qualified Entity for a Project, the agent is a Qualified Entity for that Project; when the agent ceases to represent a Qualified Entity for a Project, the agent is no longer a Qualified Entity for that Project.

“Policy 5210” means WDFW’s policy entitled, “Releasing Sensitive Fish and Wildlife Information.”

“Project” means a discrete individual or collaborative effort related to land management, resource management, or scientific research by a Qualified Entity within a defined Project Boundary for which Sensitive Data is sought.

“Project Boundary” means the Recipient-defined area of interest for which the Recipient is entitled to receive Sensitive Data together with a WDFW-determined buffer, if any.

“RCW” means the Revised Code of Washington.

“Sensitive Data” or “Sensitive Fish and Wildlife Information” means information owned and provided by WDFW that is considered sensitive in WDFW Policy 5210 Appendix A.

PERIOD OF AGREEMENT

This Agreement shall begin on 08/29/2024 , or the date of execution, whichever is later, and end on the date specified in Appendix 1, unless terminated sooner as provided herein.

QUALIFIED ENTITY

The Recipient certifies that they are Qualified Entity , because the Recipient is a government agency.

DATA TO BE SHARED

Sensitive information will remain the exclusive property of WDFW. WDFW will share with the Recipient the Sensitive Data specified in Appendix 1 within the **Project Boundary**. WDFW will also provide all **Non-Sensitive PHS Data** within and near the Project Boundary. The Project Boundary is described in Appendix 1 within Washington State.

AGREEMENT MANAGEMENT

The agreement manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

See Appendix 1 for the names and contact information of each party's agreement manager.

ACCESS BY AUTHORIZED USERS

The Recipient will provide access to Sensitive Data only to the Recipient's employees and agents who require knowledge of the Sensitive Data for the purposes of this Agreement and are specified as authorized users in Appendix 1. When a person ceases to be an employee or agent of the Recipient, the Recipient will terminate that person's access to Sensitive Data and update Appendix 1. The Recipient will ensure that all authorized users are familiar with, comply with, and are provided a copy of this Agreement.

Any internal display of Sensitive Data among authorized users shall include a notation warning that the display contains confidential information.

The acts or omissions of a Recipient's Authorized Users with respect to the Sensitive Data shall be deemed to be acts or omissions of the Recipient.

PAYMENT

WDFW will not charge Recipient a fee for production of this data.

DISCLOSURE OF SENSITIVE AND NON-SENSITIVE DATA

WDFW and the Recipient acknowledge that the protection of Sensitive Data is essential. The Recipient agrees that the Recipient will not Disclose Sensitive Data.

Generalized Data – Recipient may divulge Generalized Data consistent with Policy 5210 Appendix A.

De-Sensitized Modeled Data – The Recipient will submit to WDFW any Sensitive Data and related metadata that the Recipient proposes to qualify as De-Sensitized Modeled Data. WDFW may approve or reject the proposal. If approved, the approval will take effect upon WDFW Amending Appendix 1 with the approval statement.

Policy 5210 Appendix A Update – If Policy 5210 Appendix A is updated resulting in formerly non-Sensitive Data held by Recipient becoming Sensitive Data, WDFW will provide Recipient with the updated appendix and Recipient will treat that newly designated data as Sensitive Data. Upon delivery, the updated appendix shall be incorporated by reference and shall replace the expired appendix.

Emergencies – If, because of an emergency or a critical resource protection need, WDFW's Director waives restrictions on the release of Sensitive Data or adds a new species or habitat to Policy 5210 Appendix A, such changes will be immediately incorporated by reference into the Agreement for the duration of the emergency or critical resource protection need.

AUTHORITY

The signatories to this Agreement represent that they have the authority to enter into and bind their respective organizations to this Agreement.

DATA CLASSIFICATION

WDFW Sensitive Data is classified as Category 3 - Confidential Information: Confidential information is information that is specifically protected from Disclosure by law, specifically RCW [42.56.430\(2\)](#).

ACCESS METHOD

Sensitive Data will be provided using box.com or Secure File Transfer assuring encryption in transit and at rest.

PERMITTED USE OF DATA

The Recipient will use and access Sensitive Data provided under this Agreement only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. It is understood that this Agreement does not grant the Recipient an express or implied license or an option on a license, or any other rights to or interests in WDFW's Sensitive Data. The Recipient will not duplicate or re-disclose WDFW Data to a third party without the prior written permission of WDFW.

PROTECTION OF DATA

The Recipient will take due care to protect Sensitive Data from unauthorized physical and electronic access as described in this Agreement. The Recipient will ensure the Recipient is in compliance with all appropriate federal laws and applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) [Policy 141.10 security standards](#), including those related to **Data Storage** and **Data Transmission**. The summary below is provided for convenience; Recipient is required to comply with the OCIO policy.

Secure area - The Recipient will store WDFW Data in an area that is safe from access by unauthorized people.

Encryption at rest - The Recipient will ensure that the data is encrypted at rest (i.e., during Data Storage) using an industry standard encryption method such as BitLocker or cloud server virtual machine encryption.

Secure password - The Recipient will protect electronic data with a secure password to prevent unintended or inadvertent Disclosure.

Mobile computing: Recipient will only store Sensitive Data on a laptop or mobile phone that uses industry standard encryption algorithms or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

Portable storage devices/media - The Recipient will not store any Sensitive Data on portable storage devices or media such as tape drives, zip drives, removable hard drives, or USB Data Storage devices.

DISPOSITION OF DATA

Upon termination of this Agreement, the Recipient shall ensure that all Sensitive Data as described herein is removed and destroyed in a secure manner. Sensitive Data received under this Agreement will be removed from computer equipment after it has been used for its stated purposes by using a utility for securely overwriting the data or physically destroying the media in such a way that data cannot be recovered. The Recipient shall certify in writing within ten business days of termination [of this Agreement](#) that all copies of WDFW Data stored on Recipient servers, backup servers, backup media, or other media including paper copies have been permanently erased or destroyed.

DATA BACKUP REQUIREMENTS

Any **Data Backup** conducted by the Recipient of Sensitive Data are subject to the requirements to protect Sensitive Data as detailed in the PROTECTION OF DATA section above.

SECURITY BREACHES

The Recipient agrees that in the event of any breach or compromise of the security, confidentiality, or integrity of Sensitive Data, the Recipient shall notify WDFW of the breach of the security system containing such data within 24 hours.

FEDERAL AGENCIES

If the Recipient is a Federal Agency, the provisions of this section apply.

WDFW is the exclusive owner of the Sensitive Data subject to this agreement. The Recipient shall in all respects treat it as the proprietary information of WDFW in accordance with all procedures reasonably necessary to protect WDFW's proprietary rights therein. Disclosure of Sensitive Data is prohibited, unless otherwise required to be released by the Freedom of Information Act (FOIA, 5 U.S.C. § 552).

If Sensitive Data released under this agreement is the subject of a FOIA request, and the information is deemed an "agency record" under the Act, the Recipient shall use its best efforts to notify WDFW at least 10 working days prior to providing this data to the requesting party. Notification shall include a copy of the FOIA request, including the name and contact information for the requestor, via e-mail to WDFW's Public Disclosure Officer (DFWPDR@dfw.wa.gov). The Recipient agrees not to Disclose Sensitive Data subject to a FOIA request until 10 working days have passed since notifying WDFW of the request unless the Recipient is required to do so under the FOIA.

Each party shall be responsible for the acts, errors and omissions of itself and its own officers, employees and agents acting within the scope of their authority and within the scope of the performance of this agreement.

GENERAL TERMS AND CONDITIONS

Amendments - This Agreement 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. Items specified in Appendix 1 may be amended by each party's agreement manager; such changes take effect upon written notice to the other party's agreement manager.

Assignment - Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of WDFW.

Indemnification - The Recipient hereby agrees to defend, indemnify, and hold harmless WDFW, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of Sensitive Data obtained by the Recipient under this Agreement. This Indemnification provision does not apply to federal agencies.

Termination - Either party may terminate this Agreement with 30 days' written notice to the other party's agreement manager. When an agent ceases to be a representative of a Qualified Entity, the Agreement with the former agent is immediately terminated. In case of termination, any and all Sensitive Data provided under this Agreement shall either be immediately returned to WDFW or immediately destroyed by the Recipient as described in the DISPOSITION OF DATA section. The Recipient accepts full responsibility and liability for any violations of this Agreement by the Recipient or any officer, employee, or agent of the Recipient; and any such violation shall result in immediate termination by WDFW of this Agreement and immediate forfeiture to WDFW of Sensitive Data in any form held by the Recipient or any officer, employee, or agent of the Recipient. In such an event, the Recipient shall be liable for damages as authorized by law. Notwithstanding such termination or the expiration of this Agreement, the obligations of confidentiality shall continue for a period of two (2) years from the date the Sensitive Fish and Wildlife Information was received.

Waiver - No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Warrantees - WDFW makes no warranties as to accuracy of Sensitive Data and is not responsible for any loss or damage to Recipient resulting from receiving Sensitive Data under this Agreement. By entering into this Agreement, the Recipient hereby waives any and all claims against WDFW for any losses or damages arising out of this Agreement. Additionally, the Recipient acknowledges that WDFW is not providing Sensitive Data under this Agreement as a response to a public record request by the Recipient under the Public Records Act.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

Jefferson County

Matthew Oram

Kate Dean

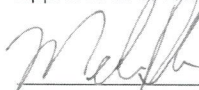
Chief Information Officer
Title

Date

Chair, Board of County Commissioners
Title

Date

Approved as to form only:

 for 08/29/2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

Appendix 1: Sensitive Fish and Wildlife Information

Attachment 1: WDFW Policy 5210 Appendix A: Sensitive Fish and Wildlife Information

WDFW No. PHS-20240730-1

SENSITIVE FISH AND WILDLIFE INFORMATION RELEASE AGREEMENT

APPENDIX 1

PERIOD OF AGREEMENT

Unless terminated sooner, this Agreement shall end on:08/31/2027

DATA TO BE SHARED

Sensitive Data which WDFW will share with the Recipient is as follows:

All Sensitive PHS Data within the project boundary.

The Project for which this data is shared is:

2024 Jefferson County PHS Data Refresh

The Project Boundary is:

Jefferson County plus a 1-mile buffer.

AGREEMENT MANAGEMENT

The agreement manager for WDFW is:

Name	Title	Phone	Email
Keith Folkerts	PHS Supervisor	360-902-2390	PHSproducts@dfw.wa.gov

The agreement manager for the Recipient is:

Name	Title	Phone	Email
Kevin Hitchcock	GIS Coordinator/Administrator	(360) 385-9365	kmhitchcock@co.jefferson.wa.us

ACCESS BY AUTHORIZED USERS

The following employees or agents of the Recipient are designated as authorized users of Sensitive Data (Name and/or title of each employee or agent that is designated as an authorized user.):

Jefferson County staff with a need to know in the departments of Community Development, Environmental Health & Water Quality, Central Services, and Public Works.

Link to Sensitive Data

Upon execution of this Agreement, the Recipient will be able to download the Sensitive Data for a limited time at this address:

WDFW PHS Agreement Review Recommendation ☒ Approve ☐ Decline

POL-5210 APPENDIX A: SENSITIVE FISH AND WILDLIFE INFORMATION

Information concerning the specific locations of the species and habitats listed below has been determined to be sensitive by the Director. Locations are not regarded as sensitive if they are generalized to the finest resolution allowable without a release agreement (see table below).

Not all information related to a species or habitat may be considered sensitive. The information that is considered sensitive is indicated in the column titled "Information Considered Sensitive" in the table below. For example, only the lek sites of sharp-tailed grouse information is considered sensitive, however, the release of lek site location information will be restricted to that Township(s), but not the precise location of the lek site.

36 square miles is roughly equivalent to a Township. 9 square miles is roughly equivalent to a Quarter Township. One square mile is roughly equivalent to a Section of land.

Updated: 11/1/2019

Species or Habitat for Which Information is Considered Sensitive	Sensitive Criteria*	Information Considered Sensitive	Finest Spatial Accuracy Without Release Agreement
GENERAL			
All Wildlife Species	2	Radio frequencies used in, or locational data generated by, telemetry studies	Not applicable – Requires release agreement
FISH/SHELLFISH			
Northern abalone (E)	3A,3C	All	36 Square Miles
AMPHIBIANS			
Oregon spotted frog (E)	3D	Oviposition (breeding) sites	1 Square Mile
Northern leopard frog (E)	3D	Known Location	1 Square Mile
REPTILES			

WDFW POL-5210

Appendix A

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Species or Habitat for Which Information is Considered Sensitive	Sensitive Criteria*	Information Considered Sensitive	Finest Spatial Accuracy Without Release Agreement
Western pond turtle (E) Painted turtle	3A,3D	All	9 Square Miles
California mountain kingsnake Sharp-tailed snake Ring-necked snake Striped whipsnake	3A,3C,3D	All	9 Square Miles
Western rattlesnake Gopher snake Rubber boa Racer Night snake Northwestern garter snake Common garter snake Western terrestrial garter snake	3A,3B,3C	Den sites and hibernacula	9 Square Miles
BIRDS			
Greater sage-grouse (T) Columbian sharp-tailed grouse (T)	3C,3D	Leks	36 Square Miles
Ferruginous hawk (T) Golden eagle (C)	3B,3C	Nest sites	36 Square Miles
Northern spotted owl (E)	3B,3C	All	36 Square Miles
MAMMALS			
Big brown bat Keen's myotis Little brown bat Townsend's big-eared bat Yuma myotis	3B,3C,3D	Aggregations, maternity colonies, hibernacula; does not include sites in privately-owned buildings	36 Square Miles
California myotis Canyon bat Fringed myotis Long-legged myotis	3B,3C,3D	All occurrences in caves	36 Square Miles
Townsend's ground squirrel (C) (<i>Urocitellus t. townsendii</i>)	3B,3C,3D	All	9 Square Miles
Washington ground squirrel (C)	3B,3C,3D	All	9 Square Miles
Gray wolf (E) Grizzly bear (E)	3A,3B,3C,3D	All	36 Square Miles

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Appendix A

Page 3 of 3

Species or Habitat for Which Information is Considered Sensitive	Sensitive Criteria*	Information Considered Sensitive	Finest Spatial Accuracy Without Release Agreement
Fisher (E)	3A,3B,3C	Den sites	1 Square Mile
Wolverine	3A,3D	All	36 Square Miles
Lynx (T)	3A,3B,3C	Den sites	36 Square Miles
INVERTEBRATES			
Oregon silverspot butterfly (E) Taylor's checkerspot (E) Mardon skipper butterfly (E) Island marble butterfly (C)	3A,3C,3D	All	1 Square Mile
HABITATS			
Caves	3B,3C,3D	All	36 Square Miles

(E) – Endangered species

(T) – Threatened species

(S) – Sensitive species

(C) - Candidate

* See Policy 5210 Definitions

Certificate Of Completion

Envelope Id: A58D72B5F05C4D488F1041B9FAA57A8E

Status: Sent

Subject: DocuSign: PHS Release Agreement Kevin Hitchcock

Source Envelope:

Document Pages: 14

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

DFW DocuSign

AutoNav: Enabled

1111 Washington Street

Enveloped Stamping: Enabled

Olympia, WA 98501

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

svcDocuSignWF477@dfw.wa.gov

IP Address: 67.183.203.3

Record Tracking

Status: Original

Holder: DFW DocuSign

Location: DocuSign

7/30/2024 2:28:32 PM

svcDocuSignWF477@dfw.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Fish & Wildlife

Location: DocuSign

Signer Events

PHS Sensitive Data Request

phsproducts@dfw.wa.gov

Security Level:

DocuSign.email

ID: 1

7/30/2024 2:28:37 PM

Signature**Completed**

Using IP Address: 67.183.203.3

Timestamp

Sent: 7/30/2024 2:28:36 PM

Viewed: 7/30/2024 2:29:01 PM

Signed: 7/30/2024 2:29:57 PM

Electronic Record and Signature Disclosure:

Accepted: 7/30/2024 2:29:01 PM

ID: dd548ebf-c7ba-4d2a-a8c2-ed307583fac9

Kevin Hitchcock

kmhitchcock@co.jefferson.wa.us

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 64.184.145.20

Sent: 7/30/2024 2:30:01 PM

Viewed: 7/30/2024 2:32:25 PM

Signed: 8/29/2024 11:58:19 AM

Electronic Record and Signature Disclosure:

Accepted: 7/30/2024 2:32:25 PM

ID: b50941a4-cd04-46bc-9a16-dd4ca6240e95

PHS Products

phsproducts@dfw.wa.gov

PHS requests

WDFW

Signing Group: PHS RA Manager

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 198.99.101.243

Sent: 8/29/2024 11:58:24 AM

Viewed: 8/29/2024 5:03:26 PM

Signed: 9/4/2024 7:08:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Keith Folkerts

Keith.Folkerts@dfw.wa.gov

TITLE

Signing Group: PHS RA Reviewer

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 198.99.101.243

Sent: 9/4/2024 7:08:45 AM

Viewed: 9/4/2024 7:09:14 AM

Signed: 9/4/2024 7:09:20 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Kevin Hitchcock kmhitchcock@co.jefferson.wa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/4/2024 7:57:20 AM ID: a92d0b40-7fd4-4df8-b6d7-146095b671bc WDFW CIO Signing Group: WDFW CIO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign PHS RA Manager Signing Group: PHS RA Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 9/4/2024 7:09:23 AM Viewed: 9/4/2024 7:57:21 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/30/2024 2:28:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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