

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
AUGUST 6, 2025

Those interested in attending the meeting virtually please contact the Commissioners' Office at biccsec@islandcountywa.gov or call (360) 679-7354

9:00 a.m.	Facilities
10:00 a.m.	Superior Court
10:15 a.m.	Commissioners' Office
10:45 a.m.	Public Health
11:00 a.m.	Public Works

NOON BREAK

2:00 p.m.	2025 Budget Workshop AUGUST 6: Sheriff's Office
1:00 p.m.	2025 Budget Workshop AUGUST 7: CANCELLED

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 FACILITIES

WORK SESSION AGENDA

MEETING DATE: 8/6/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Ryan Beach, Director

Amount of time requested for agenda discussion. 60 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Jail Needs Assessment & Feasibility Study

Description: Discussion of Jail Needs Assessment & Feasibility Study

Attachment: Feasibility Study, Jail Population Analysis and Projections

Request: *(Check boxes that apply)*

☐ Move to Consent

☐ Move to Regular

☒ None/Informational

☐ Schedule a Public Hearing

☐ Signature Request

☐ Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County, WA

JAIL NEEDS ASSESSMENT & FEASIBILITY STUDY

FINAL REPORT | July 2025

This document contains the report of findings and/or best opinion of the authors at the time of issue.

This Document is prepared by CGL Companies

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Executive Summary

The Island County Sheriff's Office (ICSO) provides law enforcement and adult jail services for persons in pre-trial custody and offenders sentenced to local detention. The existing jail was constructed in 1982, except for portions of the jail operation housed in the 1972 Annex Building. The juvenile detention facility (JDC) was completed in 2006. Today, the jail houses both male and female county detainees at all classification levels from booking through pre-trial through disposition of sentence, as well as a small number of detainees under contracts with outside agencies. The JDC provides pre-trial holding and services for Island County offenders between the ages of 8 and 18.

In summary, the purpose of this report is to: 1) describe and evaluate the physical condition and operational efficiency of the existing facilities and identify deficiencies; 2) forecast the bed, program and support space needs for the next few decades; and 3) present the County with options to address the needs.

The condition of the Island County Jail negatively impacts the Sheriff's mission. The building is not ADA accessible, and it lacks many common safety and ligature resistant features which are standard in contemporary jails. The building would be very difficult and costly to repair, renovate and expand, and it is unlikely that a capital investment of that magnitude would result in a jail that meets modern standards. The poor condition contributes to the consulting team's determination that eleven of the fifteen operational components assessed do not reflect modern correctional practices or the goals of the agency.

The assessment of the Juvenile Detention Center is more positive, which is not unexpected as it was constructed more recently than the jail. However, several of the arguably more important components (e.g., Staffing, Detainee Programs, Behavioral Health, Housing) are falling well short of meeting the stated goals of the juvenile justice system program managers.

Analyses of the current inmate profile and the forecasted inmate population are included herein and were essential to formulating the facility options for the County's consideration. An average annual Average Daily Population (ADP) of 122 inmates is forecasted by 2040. While the forecast helps anticipate how many individuals may be detained in the coming years, it's important to consider capacity thresholds when interpreting these projections. Running a jail at or near 100% capacity creates significant operational and safety challenges – reducing flexibility in housing assignments,

straining resources, and increasing the risk of violence, medical emergencies, etc. According to national standards and research from the National Institute of Corrections (NIC), jails ideally operate below 85% of their rated capacity to maintain safe and effective operations.

Therefore, the 2040 bedspace requirement for Island County includes a 15% bump over the population forecast, resulting in a requirement for 140 beds, not including beds in the Infirmary, Behavioral Segregation cells, or Intake beds that may be constructed to accommodate persons anticipated to have a brief length of stay. The estimated size of the replacement adult jail is 56,000 square feet. The estimated size of a replacement juvenile facility is 18,650 square feet.

The feasibility analysis began with an initial screening of eight potential sites. Three County-owned sites were selected for further analysis of development potential and estimated cost of construction. The assumptions that were made to perform the analyses are included in this report. Some key exclusions for the cost estimates are project soft costs, temporary housing, WA State Sales Tax and demolition of existing facilities (separate estimate provided). The estimates assume that construction will be complete at the end of 2029.

While it is assumed that the adult and juvenile facilities would be co-located at the selected site, this study does not contemplate relocating courthouses or law enforcement operations, as commonly seen in a Justice Center model.

In brief, the site options are:

Option 1 – Solid Waste Transfer Site. This property located at 3137 North Oak Harbor Road in Oak Harbor encompasses 11.5 acres of developable area on an approximately 15-acre parcel containing existing county facilities and operations. The site has good access, and a detention facility is compatible with surrounding land uses. Construction of 1,300 lineal feet of sewer to connect to the Oak Harbor Public Utility system would be required. Higher ongoing transportation costs to court and for medical reasons could be partially mitigated with an expansion of video court, including on-site courtrooms, and expanding on-site medical services. **The cost to build a county detention complex at this location is estimated at \$100.7 million. This is the most expensive option due to higher site development costs and the sewer extension.**

Option 2 – NW 1st Street Site. This 5.43-acre property located at 7 NW 1st Street in Coupeville is currently undeveloped. The site has two means of ingress/egress and good access to utilities. There are constraining height limits and development standards, but the site is sufficient to support co-located low-rise adult and juvenile facilities. The proximity to residential uses and the elementary school to the south across Highway 20 will require a thoughtful design approach and extensive perimeter screening. The location is less than 0.5-miles to both WhidbeyHealth Medical Center and the Island County Superior and Juvenile Courts which would reduce long-term operational costs. **The cost to build a county detention complex at this location is estimated at \$88.8 million.**

Option 3 – Existing Jail Site. Primarily located at 501-503 Main Street in Coupeville, this is the current site of the IC Jail, the JDC, and some Island County offices and public-facing services housed in the Annex building. The 3.5-acre property is less than 0.5 miles to both WhidbeyHealth Medical Center and the Island County Superior and Juvenile Courts. The size of the site and the height limit in the Ebey's Landing Reserve render infeasible the development of co-located low-rise detention facilities. While a co-located and mid-rise complex could be accommodated by providing some of the facility below grade, it is anticipated that this more urban solution would require compromising on the square footage for one or both facilities. This may negatively impact the County's ability to offer programs to adults and juveniles in custody. It would also be difficult, given the constraints, to provide outdoor recreation areas and the natural daylighting desired within the building interiors.

The available site area is sufficient to support a standalone replacement juvenile facility with the adult jail relocated elsewhere in the County. That option may have additional operational costs due to losing some shared on-site support facilities and services (e.g., Food Services, Medical, Facilities Management) with the Jail. This sub-option could avoid the bulk of the cost to temporarily relocate inmates and juveniles during construction as they could be housed in the existing buildings and be transferred to the new facilities once they are completed. **The cost to build a full county detention complex at this location is estimated at \$90.6 million, which includes a replacement skybridge to the courthouse.**

A cost comparison of the studied options is presented on the following page.

Table 1: Site Option Cost Comparison

Cost Center (In \$ Millions)	OPTION 1 Solid Waste Transfer Site	OPTION 2 NW 1 st Street Site	OPTION 3 Existing Jail Site
Construction ^{1,2}	\$100.7	\$88.8	\$90.6
Demolition of Existing	\$2.18	\$2.18	\$2.18
Total Construction Cost:	\$102.88 M	\$91.0 M	\$92.8 M

Source: Cumming Group

Notes:

- 1) Design to begin immediately; Construction start Jan-28 and finish Dec-29.
- 2) Key Exclusions for cost estimate: Project Soft Costs, inmate relocation and temporary housing for the duration of construction, WA State Sales Tax, AV Equipment, Hazardous Materials abatement.

The benchmarked facility size and cost estimates introduced in this study are preliminary. The next phase of this initiative will require Island County to make some crucial operational and siting decisions, engage in more detailed planning and programming, and weigh project financing and delivery options.

Chapter 1: Introduction

CGL was retained in November 2024 to conduct a Needs Assessment for the Island County Jail and Juvenile Detention Center. The contractual scope of work for CGL and subconsultant KMD Architects included the following primary study components:

1. Facility Evaluation
2. Offender Population Analysis
3. Inventory of Custody Resources
4. Forecast Jail Capacity Needs
5. Site Analyses and Cost Estimates

METHODOLOGY

Developing appropriate recommendations and actionable solutions requires an approach that integrates quantitative and qualitative information. The project team used a comprehensive information-gathering and data review process that utilized X primary components: document review, interviews, data analysis, and facility review.

Facility Evaluation: To gain perspective on existing jail and juvenile detention operations and analyze existing conditions, members of the project team visited the site and toured both facilities on December 9, 2024. Island County Facilities Management provided facility plans and historical information on maintenance spending to supplement the consulting team's understanding of the existing conditions.

Interviews: To gain background and context for the review, we conducted interviews with justice system stakeholders, including facility and program administrators. Interviewees provided invaluable insight into what is currently working well at the existing facility, as well as the challenges the County faces in operating an undersized and aged jail and a juvenile facility that does not accommodate a contemporary approach to programming and housing for justice-involved youth in Island County.

Data Analysis: The project team requested and received several datasets and reports from Island County and augmented this with data from state and federal sources. This data served as the foundation for a statistical analysis of the inmate population and the flow of incarcerated persons through the detention system. This data also informed the long-term bedspace forecast and capacity recommendations.

Site Analysis: The consulting team was tasked with providing options to replace both the adult jail and juvenile detention with modern and right-sized facilities. An analysis of prospective sites was performed to include suitability for development given site features and existing land use considerations.

MAJOR ISSUES

In the application of the methodology, some consistent themes emerged that are important to consider alongside the more quantitative aspects of the analysis. These “Major Issues” are outlined below.

The Sheriff’s team and County’s juvenile justice staff are focused on treating the underlying issues, improving outcomes, and reducing recidivism. However, a lack of space and the facility conditions work against them. Program and support space in the jail is severely lacking, to include intake/transfer, program space, visitation facilities, administrative and wellness areas, institutional storage, maintenance space, and videoconferencing and court space. Further, there is no access to fresh air, minimal or no natural light, and poor outdoor recreation space. Housing in both facilities is primarily hardened construction with detention grade finishes regardless of the type of housing (e.g., dorm vs. cell) or classification level of the inmates and juveniles.

The jail building is reaching the end of useful life and has low value for continued use.

Mechanical, electrical, and plumbing systems and the roof require replacement. The design, type of construction and structural systems render it difficult and costly to repurpose the jail and Annex buildings for modern detention use. Ceiling heights, some door swings and hardware, and jail fixtures present safety and security hazards (i.e., present an opportunity for inmates to barricade themselves or tie-off on ligature points). The County is planning nearly \$3.5 million in capital renewal over the next five years with a focus on replacing doors and locks in the jail.

While this investment is necessary to ensure safety and security, it does nothing to improve the overall conditions for inmates and staff with respect to housing conditions, wellness, and programming.

Access and site and building circulation are poor. The main public entrance to the jail is set back in an alcove between buildings and adjacent to the secure vehicle sallyport presenting safety and security concerns. The jail is not compliant with ADA requirements. The public entrance opens immediately onto a stairway to the second-floor reception and visitation area that has no public elevator access. Entry points to the JDC are limited. Both the Jail and JDC sallyports are being used for storage and both will accommodate a single vehicle that must back in and out creating a safety hazard. Interior circulation areas are being used to store files, supplies and equipment as there is insufficient storage space.

Special management populations and inmates with behavioral health and co-occurring serious mental illness (SMI) and substance use disorders (SUD) are increasing as a percentage of the jail population. Island County Jail does not currently have appropriate triage, housing or treatment space designed specifically for these inmates. Behavioral health staff manage large caseloads – frequently amounting to approximately 80% of the population in the jail at any one time – and must share office space with sworn staff which complicates privacy and treatment. Individual counseling rooms pull double or triple duty as interview rooms, remote visitation or video court rooms.

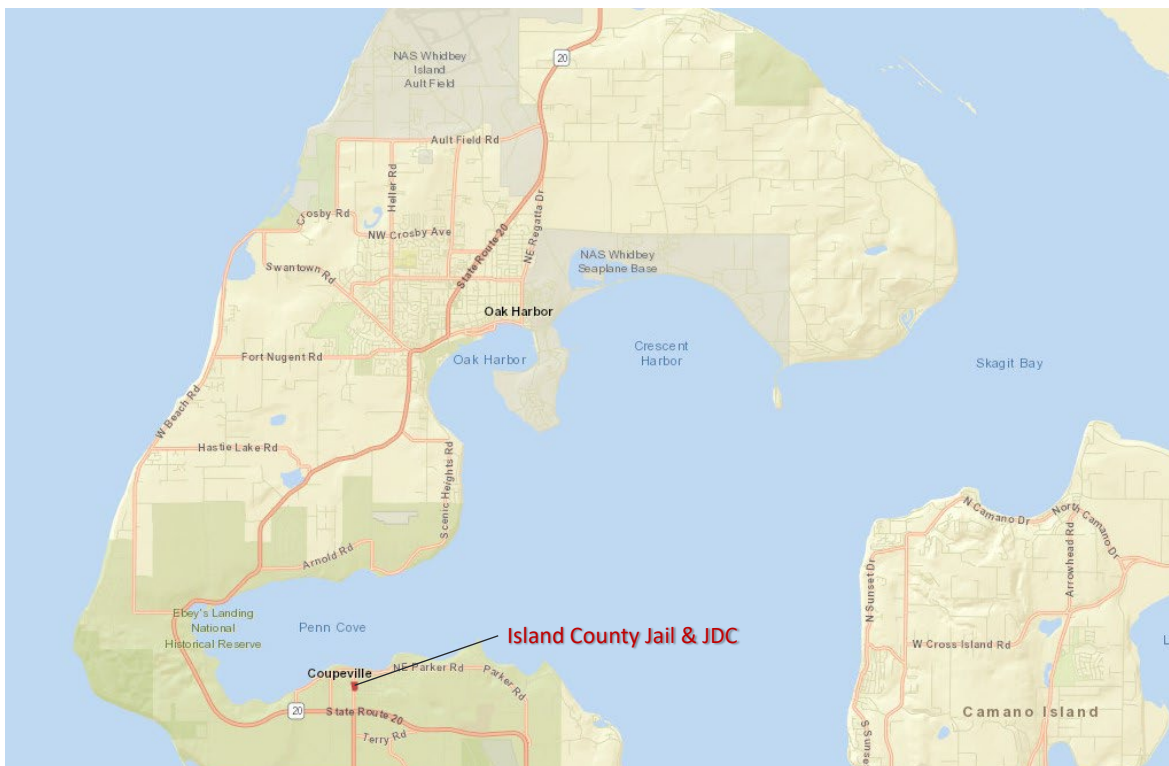
The jail employs a remote surveillance inmate management (indirect supervision) strategy throughout the facility. Direct supervision, identified by the jail administrator as his preferred model, is a strategy that has been proven to reduce incidents and enhance safety in a detention environment. However, it is not possible to deploy this supervision model given the as-built configuration and size of the housing pods and the staffing limitations.

Development opportunities for replacement facilities in Island County are limited. Large military installations with Accident Protection Zones, Ebey's Landing National Reserve, and limited utility infrastructure (especially sewer and water) exacerbate the typical concerns that local governments commonly face when siting a detention or mental health facility.

Chapter 2: Existing Conditions

The Island County Jail and Juvenile Detention Center (JDC) are co-located on the western half of a 3.5-acre county-owned parcel in Coupeville, Washington. The site is bound by NE 6th Street to the north, NE 5th Street to the south, NE Center Street to the east and N Main Street to the west. As shown in Figure 1, the detention complex is approximately 11 miles south of Oak Harbor via State Route 20. With 24,900 residents, Oak Harbor is the most populous of the incorporated cities in Island County, followed by Coupeville (pop. 2,020), and Langley (pop. 1,190) at the southern end of Whidbey Island¹. Major military installations include Naval Air Station Whidbey Island and the Navy Seaplane Base which are both adjacent to the population center in Oak Harbor.

FIGURE 1. VICINITY MAP



Source: ICGeoMap

¹ Washington State Office of Financial Management. April 1, 2024, Population of Cities, Towns and Counties.

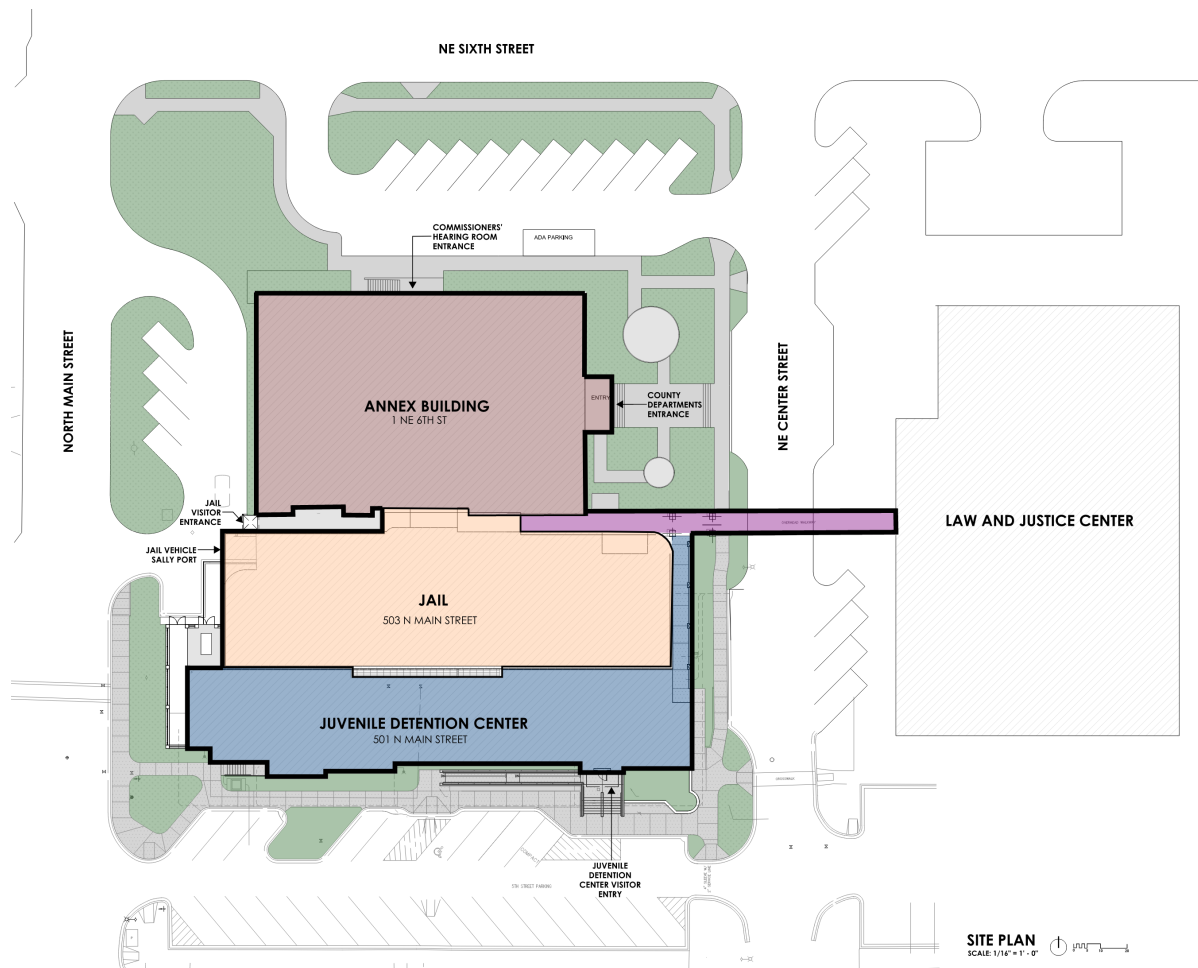
FACILITY CONDITION ASSESSMENT

The CGL/KMD team performed an assessment on the Island County Jail, Juvenile Detention Center and Annex Building as part of the Needs Assessment to determine the current state of the facility and the potential for renovation or replacement on the existing site. The assessment is a result of a site visit to the jail, conversations with county staff and review of available record drawings.

Site

The Island County Jail is within a complex which consists of three structures occupying the entire block between NE 5th and NE 6th Streets and North Main and NE Center Streets in Coupeville, Washington. The County Annex Building, which occupies the northern portion of the site, is a two-story building with a partial basement. It was constructed in 1972 to house county offices and the County Jail, which occupied a portion of the second floor. (See Figure 2)

FIGURE 2. SITE PLAN



Two entrances serve the non-jail functions of the Annex Building. There is a small parking lot on the north side of the building along 6th Street NE with a stair leading from a sidewalk at grade down to the basement level North Entrance, which lacks ADA access. A small, landscaped plaza containing a Veterans Memorial is located along Center Street NW on the east side of the Annex. Stairs and an accessible ramp lead from the street level up to the East Entrance.

In 1982, the Jail Building was constructed as an addition along the south side of the Annex and includes two stories and a partial basement. A small parking lot is located along N Main Street alongside the west side of the Annex and Adult Jail, which provides access to the visitor and detainee entrances. The visitor entrance is situated within a narrow slot between the jail addition and the Annex Building. While the path between the buildings is identified as the entrance, once between the buildings it is not clearly identifiable, nor does the signage help easily distinguish which of the two doors is the public entrance. A vehicular sallyport for detainees is located immediately to the south of the visitor entrance creating an undesirable adjacency. (See Figure 3) There is also a pedestrian sally port dedicated to the kitchen on the east side of the building. **There is no ADA access to the Jail Building.**

FIGURE 3: JAIL ENTRANCE & SALLYPORT



The County's Law and Justice Center was constructed across Center Street NE to the east in 2000. A mid-block skybridge to the jail was added at this time to provide an enclosed direct connection to bring detainees to court appearances.

The Juvenile Detention Center (JDC) is the third structure in the complex and was added to the south side of the Adult Jail in 2006. The project included a corridor along the east face of the Adult Jail to connect the new building to the existing skybridge to the north.

The first floor public/visitor entrance to the JDC is on the south side of the complex. It faces the NE Fifth Street parking lot which includes ADA parking immediately outside the entrance. Stairs and an accessible ramp lead to the entrance which, due to changes in site grades from north to south, is several feet below the street level. (See Figure 4)

Juvenile Detainees are brought through a vehicle sallyport in the Law and Justice Center, up an elevator to and across the skybridge, then south into the dedicated juvenile corridor which terminates at Juvenile Intake.

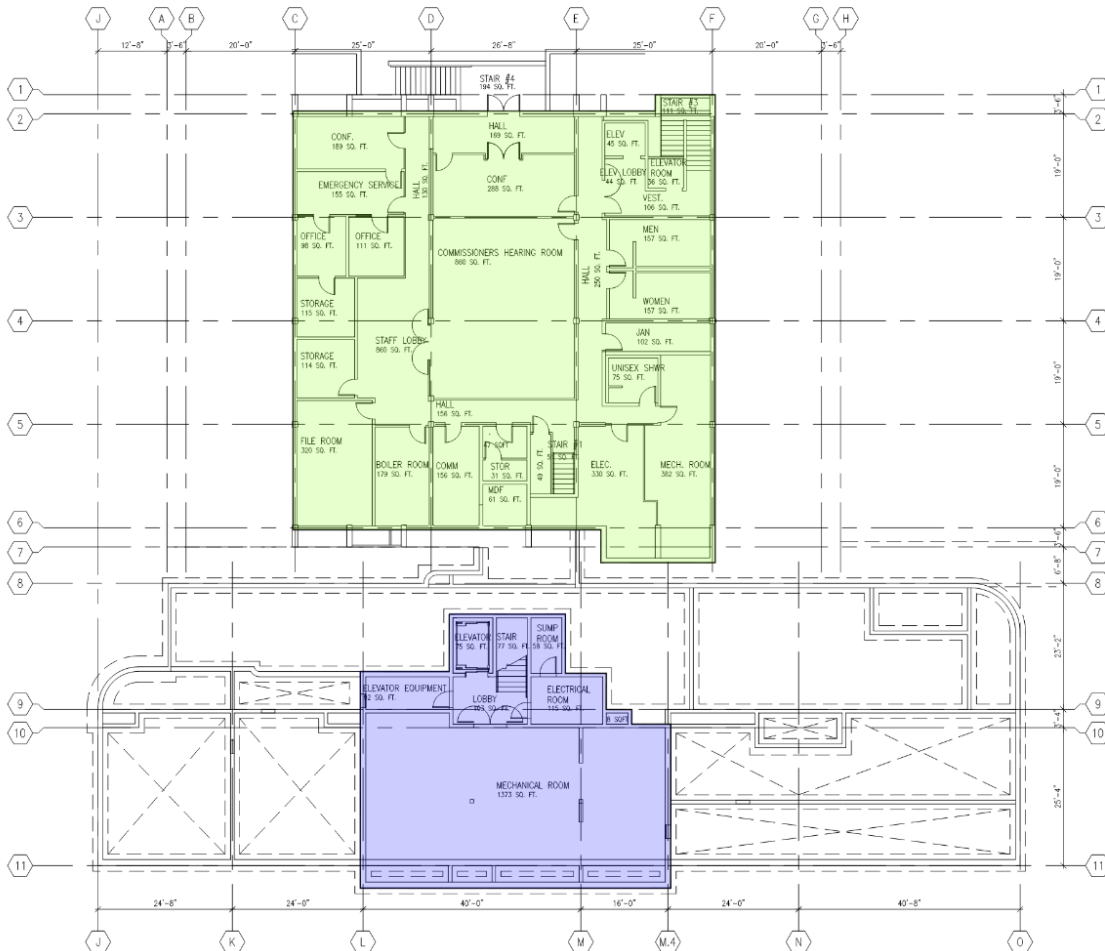
FIGURE 4: JUVENILE DETENTION ENTRANCE



Adult Jail and Annex Building Overview

The 1972 Annex Building, with a Gross Building Area of 26,602 SF, houses the Offices of Emergency Management, Commissioners Hearing Room, Planning and Community Development, Public Health and Public Works which occupy the basement, first and a portion of the second floor, with the remainder of the second floor devoted to Adult Jail functions. Overall, non-jail functions account for 26,040 SF and jail functions 5,625 SF of the building area. The overlap of functions within the Annex is the reason these two buildings are described together in this section. (See Figure 5).

FIGURE 5: ANNEX & JAIL BASEMENT FLOOR PLAN



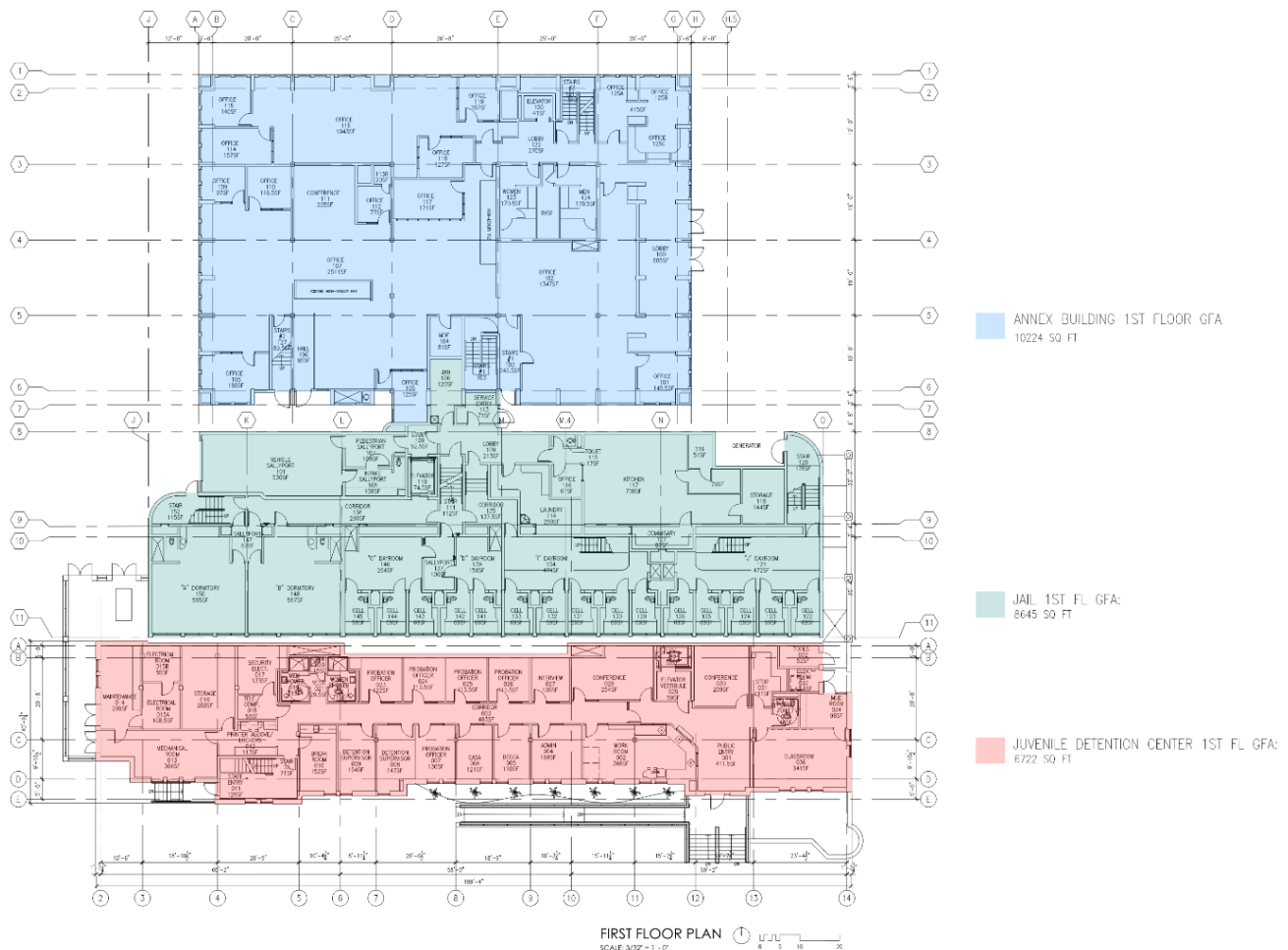
ANNEX BUILDING BASEMENT GFA:
6114 SQ. FT.

JAIL BASEMENT GFA:
2387 SQ. FT.

A 1982 renovation and expansion project in the Annex reconfigured the original second floor jail area to create a new visitor jail entry and lobby, visitation area, control room, booking and staff support space. The jail housing blocks were relocated and expanded in the new Jail Building which was constructed as an addition on the south side of the Annex. In addition to the housing blocks, jail construction included program space, staff offices, kitchen, laundry, an outdoor recreation area and vehicle sally port.

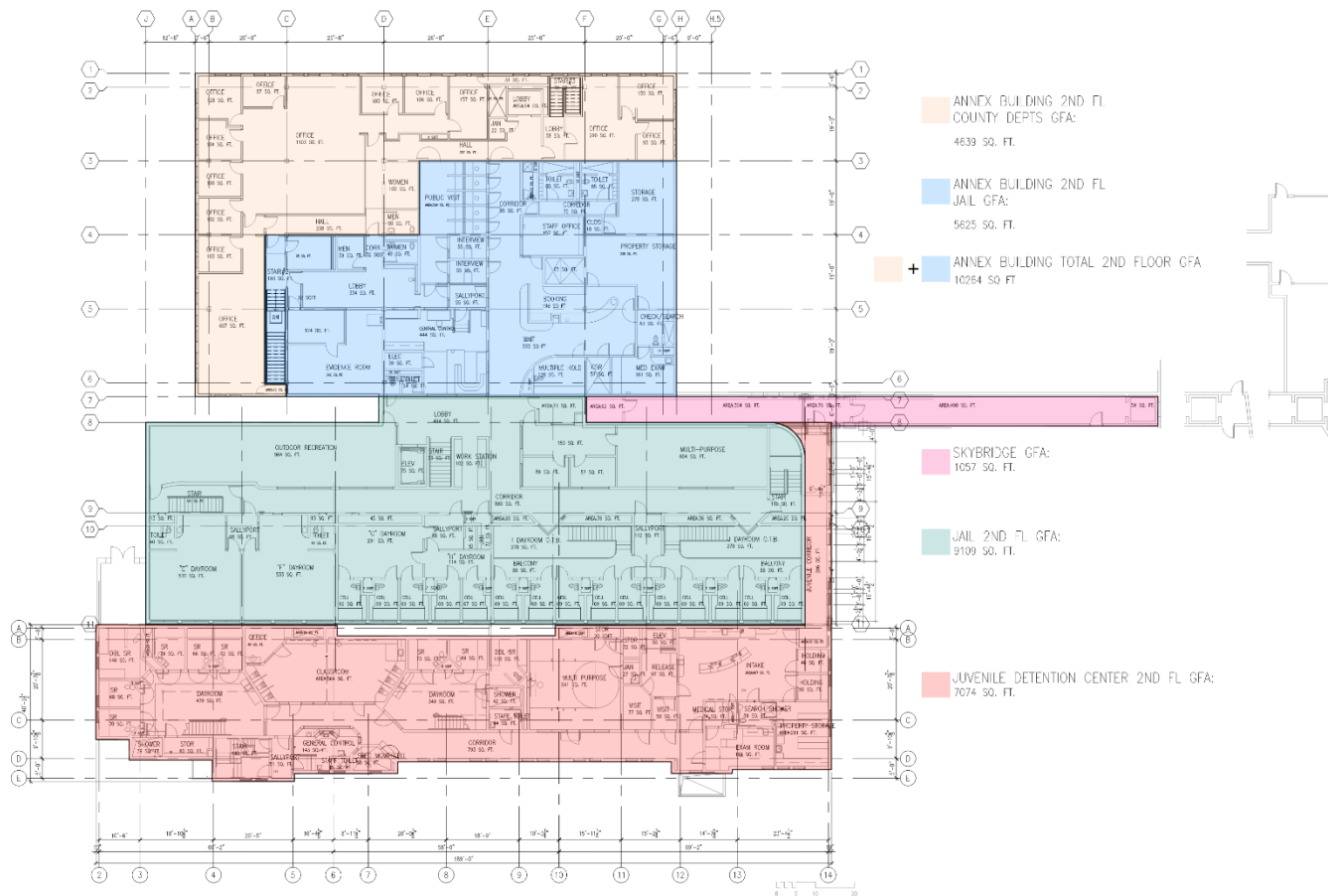
The Adult Jail addition totals 20,019 SF and consists of a partial basement, first, and second floor. The basement contains the building's mechanical room, elevator machine room and an electrical room. Half of the housing blocks are located on the first floor, along with the kitchen, laundry, vehicle sallyport, intake sallyport and the generator room. The sallyport is undersized and makes transferring inmates to and from transport vehicles difficult. As noted above, a pedestrian sallyport on the east side of the building serves the kitchen.

FIGURE 6: ANNEX, JAIL, AND JUVENILE DETENTION CENTER FIRST FLOOR PLAN



The second floor of the Adult Jail includes the remaining housing units, program space, the outdoor recreation area and staff offices. These areas connect to the jail functions on the second floor of the Annex Building via a central corridor flanked by a Staff Station on the Jail Building side and the Control Room on the Annex Building side. A corridor from the skybridge intersects this central corridor at ninety degrees and terminates at the staff station. (See Figure 7)

FIGURE 7. ANNEX, JAIL, AND JUVENILE DETENTION CENTER SECOND FLOOR PLAN



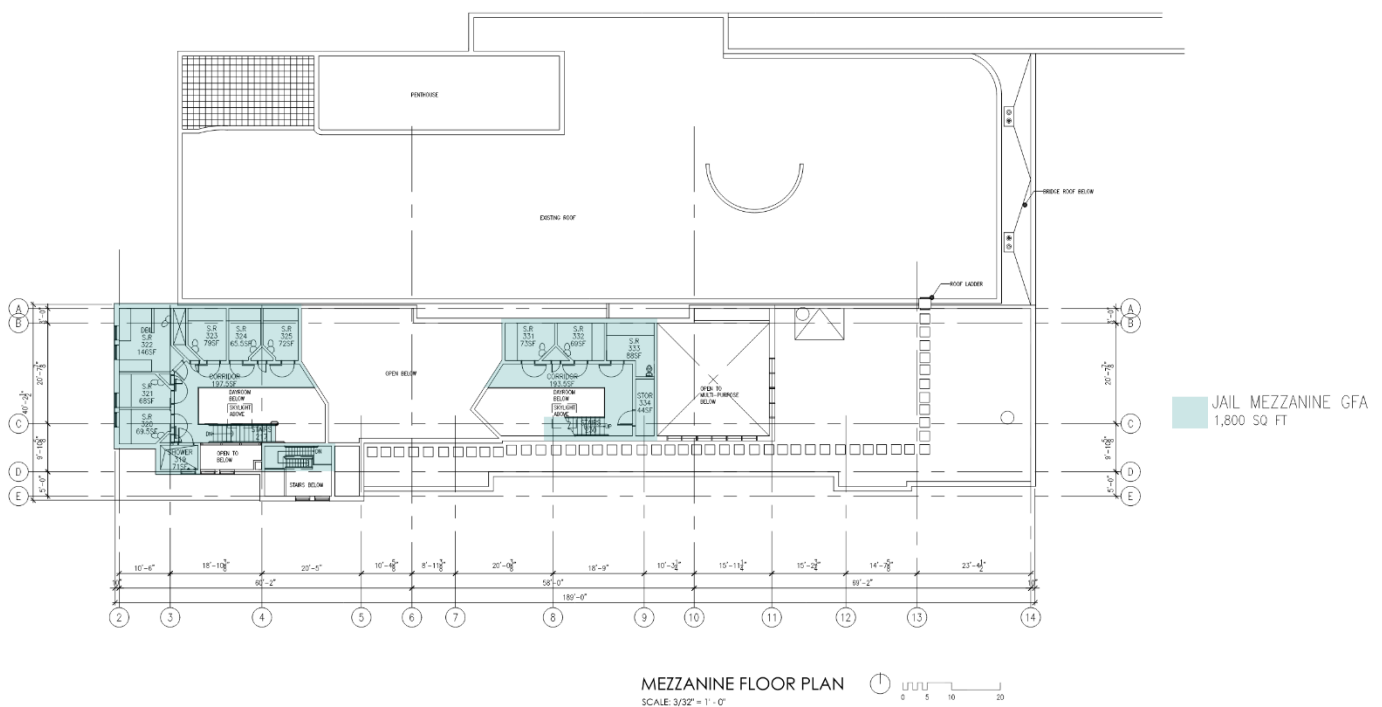
Juvenile Detention Center Overview

The Juvenile Detention Center (JDC) was constructed in 2006 as an addition across the south side of the Jail Building plus a corridor along the east side of the jail at the second floor to create a connection between the skybridge and the Detention Center. The area of the JDC totals 13,797 SF across two floors plus a mezzanine level in the housing blocks. (see Figures 6, 7 & 8)

Entry to the JDC is found only at the following:

- The First Floor Public and Visitor Entrance
- At Intake from the skybridge connecting corridor
- The emergency exit door from the staff stairway connecting the first and second floor.
- At a staff-only Mud Room vestibule which enters the classroom at the east end of the first floor

FIGURE 8. JUVENILE DETENTION CENTER MEZZANINE FLOOR PLAN



Jail Interior Configuration

As noted previously, the Adult Jail Visitor Entrance is along North Main Street. Once inside the entry door, which enters the Annex portion of the building, there is a stair leading to the second floor visitor lobby but **no elevator or accessible route is provided to the second floor**. From the windowless lobby, there is access to visitor toilet rooms and the public side of visitation which includes two interview/open visitation rooms and five no-contact visitor stations. A sallyport secures entry to the jail and the control room from the lobby. On the secure side of the sallyport is a central corridor with the inmate side of visitation on one side and booking, staff toilets, staff office, property storage/clothing issue, check/search toilet and shower, holding cells and a medical exam room on the other. The exam room is the only healthcare space in the building and lacks adequate space to perform inmate examinations and store supplies. There is one multi-person holding cell and one safe room holding cell. The central corridor extends to the south into the Jail Building. The remainder of the second floor, separated from the jail by a secured perimeter partition, houses County offices.

The central corridor from the sallyport runs south from Booking past the Control Room. All space to the south of Control is within the Adult Jail building. A Staff workstation adjacent to the central corridor flanked by an elevator lobby to the west and a corridor leading east to the skybridge form the northern edge of the jail building.

In addition to the elevator, there is a stairway adjacent to the Elevator Lobby as well as a door to the partially covered outdoor recreation area. Other than a view of the sky, the recreation area has no view to the outside.

To the east of the Staff Workstation are several staff offices and two program spaces which are the result of a renovation, still in progress at the time of our site visit, to achieve an improved office layout and a second program space.

Across the corridor to the south from the recreation area, Staff Workstation, offices and program space, is the upper floor of the housing blocks, which occupy the same footprint on the first floor below. The configuration of the housing blocks is discussed in more detail in the Operational Assessment.

The jail originally had windows at the cells which line the south side of the building. Unfortunately, when the juvenile detention building was built, the very constricted site available for it did not allow the code-required distance separating the new building from the windows in the jail. As a result, the JDC was constructed against the jail building requiring all windows to be closed off. The complete lack of access to daylight and views to the outside in the adult jail (other than the limited view of the sky from the outdoor recreation area) is likely the most negative factor in the jail environment. The constricted site does not allow for a ground level outdoor recreation area with access to nature.

The design of the jail is indicative of the era in which it was constructed since it lacks many common safety and ligature resistant features which are standard in contemporary jails. While there are security grilles on HVAC vents, pick proof caulk and tamper resistant power outlets, there are door swings which would allow an inmate to self- barricade, as well as plumbing fixtures and hardware where ligatures could be anchored.

Juvenile Detention Center Interior Configuration

As noted above, the first floor is several feet below the surrounding grade due to the slope of the site. The JDC is a long narrow floor plate with the first floor Public/Visitor Entrance located near the east end of the building. Adjacent to the public lobby are a classroom and public toilet to the east, two conference rooms and the elevator to the north, and a staff work room and the entrance to the staff areas to the west. The elevator connects to the visitation and booking area on the second floor.

In addition to the juvenile detention, probation and other administrative offices, the balance of the first floor includes a staff break room, staff toilets/showers, a locker area, storage, mechanical and electrical space and a stair connecting to the detention center and the control room through a sally port at the second floor.

The second floor houses the JDC intake area at the east end where detainees are brought via the skybridge. The Intake area includes two holding cells a search toilet/shower, property storage with laundry and access to the housing blocks. Adjacent to Intake is Release, which also serves as the elevator vestibule between the elevator and the two visitation rooms.

Immediately inside the door to the housing area is a Medical Exam Room. A single loaded corridor (except for the control room and a special management cell) runs along the south edge of the building and is lined on the north side with a double height Multi-Purpose/Gym Space, a housing unit, a divisible classroom with a staff office with a second housing unit at the end of the corridor. The narrow, tight site for the JDC did not allow for an outdoor recreation area for the juveniles which is a major drawback of the existing facility

The housing units are double height with the day rooms on the second floor and the cells split between the second floor and a mezzanine level above.

FACILITY ASSESSMENT FINDINGS

The complex of the Annex Building, the Jail Building and the Juvenile Detention Center have served the County for many years. Although they have been maintained, the Annex Building and the Jail Building have reached a point where systems are failing and will require significant investment to allow them to continue functioning. Some of these systems have already been replaced or upgraded once and are again at the end of their life cycle. Neither the Jail nor the Juvenile Detention designs support modern jail operations, as discussed elsewhere in this report. The condition for each of the buildings is summarized below:

Annex Building: County Departments

The Annex Building can continue to serve as an office building for County Departments with investment in the repair or replacement of various components. Most significant of these are: The mechanical system which is at the end of its life with deteriorating rooftop ducts and condenser unit.

- The electrical service has no ground isolation and obsolete panelboards and circuit breakers which are no longer manufactured so will require replacement.
- Deteriorating piping requires replacement.
- Fire sprinkler system is fed from the domestic water lines and should be decoupled.
- The non-jail areas of the Annex were designed for Office functions which is reflected in the building's occupancy classification and construction type. Expanding the area of jail functions in the building would require re-classifying the occupancy, necessitating substantial and costly upgrades to the building's structure and systems.

This investment would be in a building that was not designed to be a jail and would yield a result that is unlikely to meet expectations or serve the County's needs for the Needs Assessment timeline.

Annex Building: Jail Functions

The Annex is less capable of supporting the jail functions which occupy a portion of the second floor and face the same condition issues with the building infrastructure noted above, except for the mechanical system which was upgraded in 2016. However, jail functions face some additional issues with the Annex:

- The Jail lacks accessibility in its entirety.
- Doors and hardware are from 1982 and in addition to age-required replacement are not detention grade in some locations.
- Lack of windows/access to daylight.
- Low floor to floor height (11'-2" at second floor) limits ceiling heights which allow inmates easier access to ceilings and ceiling-mounted appurtenances such as lighting, mechanical grilles, fire alarm and sprinkler devices. This is both a safety and security risk.

An option to retain the Annex and renovate it for jail functions faces major obstacles. The cost, complexity and scope of the work to reclassify the building occupancy from B to I-3 and the Construction Classification from Type V-N to a Type I-Fire-Resistive Construction Classification would be extremely challenging. The extent of demolition required to make these modifications would require removal of nearly everything but the structural frame to meet the requirements of the more restrictive classifications. In addition, it is likely the structural frame would require upgrades as well to comply with current, more stringent code requirements for buildings to better withstand seismic forces.

Jail Building

The Jail Building includes the same challenges with ADA access (including a lack of accessible cells) and door hardware noted above but includes several others:

- The generator is past its useful life and requires replacement.
- The deteriorating piping includes hot water piping that runs beneath the kitchen floor slab.
- There is a complete lack of access to daylight. Adding windows in the cast in place concrete exterior is possible but the extent of new openings is subject to structural analysis.

- The roof is the original roof installed in 1982 which is far beyond its life expectancy and should be replaced.
- Lack of safety and ligature resistant features.
- The structural system which consists of a concentration of numerous cast-in-place concrete bearing walls supporting precast hollow slab planks limit the opportunity to make plan modifications and would be costly. It also compounds the difficulty in meeting accessibility requirements.
- Lack of site area to provide an outdoor recreation area at ground level with access to nature.
- Lack of an adequate, safe vehicle sallyport.
- There are no medical or mental health cells.
- Inadequate program space.
- The site does not allow for expansion with new construction without demolition of either the Annex or the JDC. Since a portion of the jail is housed within the Annex, this would require a temporary location for the jail until a new addition was completed on the Annex site. The JDC is a relatively new building and provides minimal area for expansion.

As with the Annex, modifications to the current jail building to meet current standards and needs would be very expensive. The limited site area for a larger facility, coupled with the height restrictions in Coupeville place limits on the building which make it extremely difficult to accommodate a facility of the size and with the program requirements desired for the facility without significant compromises. The lack of flexibility and cost to reconfigure the floor plan due to the structural system, along with the failing and obsolete building systems may bring renovating the jail building to a cost that is untenable. Unforeseen conditions, always a risk when renovating existing building, could drive costs even higher.

Juvenile Detention Center

As the newest of the three buildings in the jail complex, the Juvenile Detention Center, as might be expected, has fewer condition issues. It benefits from co-location with the jail with the jail kitchen providing food service to the JDC and the jail laundry providing backup for the JDC. However, there are some challenges. While it has more opportunities for access to daylight than the adult jail, windows are limited to the south and the short west side of the building.

This allows daylight to staff offices on the first floor and borrowed light into program spaces from across the corridor that lines most south wall on the second floor. Another shortfall of the JDC is the lack of an outside recreation area.

The HVAC system is made up of 7 individual small package units on the roof which requires more maintenance time to maintain. However, the system was a response to the strict height limit imposed within Ebey's Reserve preventing larger rooftop unit(s) and the small site which didn't have adequate area to locate them on the ground. The JDC issues are:

- Limited access to daylight and views to the outside.
- Increased maintenance for the multiple heat pump units.
- Lack of an outdoor recreation area.
- No mental health of medical cells.
- Low utilization.
- No staff lounge on the unit

The JDC is in good repair, is more recent construction and has a better aesthetic than the other two structures. There is a potential it could be repurposed for another function if the JDC were to relocate with the jail or to a new location on its own.

OPERATIONAL ASSESSMENT

Housing

Island County self-reports 58 beds in the adult jail. All housing is indirect supervision observed from a central control room staffed by civilians. The breakout of beds by gender at the time of the site visit (83% male and 17% female) aligns with national benchmarks for a single-jail system. Although it is a smaller facility, there are a few different types of housing provided - single and double occupancy cells and dormitories. Figures 9 – 11 depict typical dorm and cell housing and a cell block dayroom. The photographs illustrate the lack of natural light throughout the housing spaces. The narrow horizontal windows in the dorms and cells were blocked when the JDC was constructed immediately adjacent to the Jail's south wall.



FIGURE 9. DOUBLE CELL, LEFT

FIGURE 10. DOUBLE-BUNKED DORM, LOWER LEFT

FIGURE 11. DAYROOM IN A CELL BLOCK, BELOW

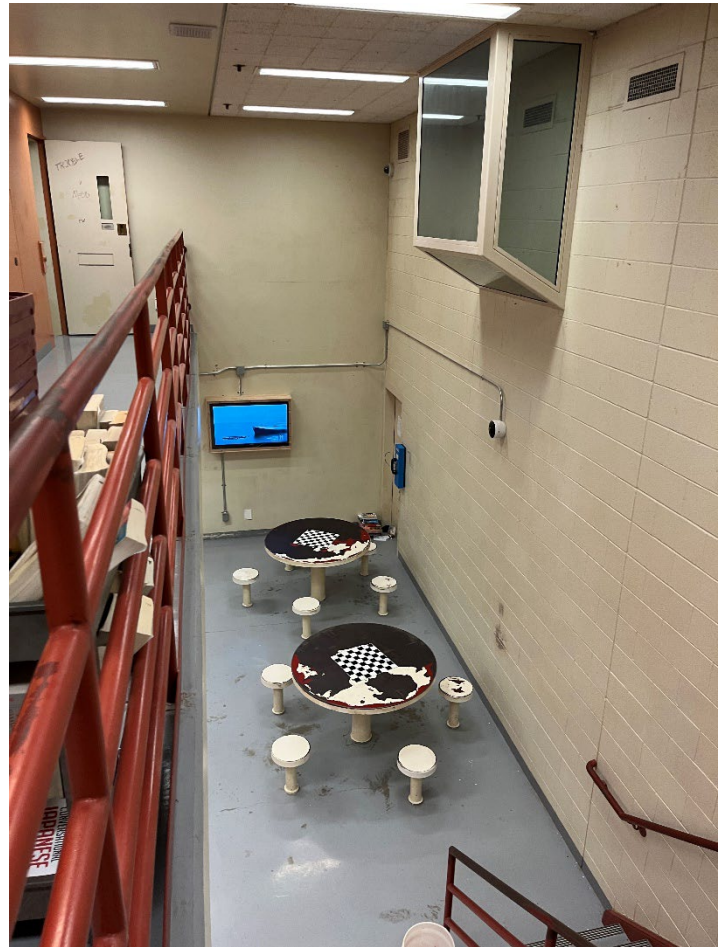


Table 2 is a profile of the existing housing by block, occupancy type, population housed and bed count by gender as of January 2025. Because there is little that differentiates the housing blocks in terms of the layout and finishes, jail administrators can re-assign the blocks according to evolving needs. For example, while D, G and H Blocks are designed as small General Population units, at the time of this report they were being used to house special populations.

Table 2: Jail Bed Distribution

Island County Bed Distribution						
Floor	Block	Housing Category	#Units	Housing Type	Gender	Capacity
1	A	Programming	1	Dorm	Male	5
1	B	General Population	1	Dorm	Female	5
1	C	General Population	3	Cells	Female	4
1	D	Segregation	2	Cells	Male	2
2	E	Segregation	1	Dorm	Male	8
2	F	General Population	1	Dorm	Male	8
2	G	Medical/MH	3	Cells	Male	4
2	H	Medical/MH	2	Cells	Male	2
1	I	General Population	5	Cells	Male	5
2	I	General Population	5	Cells	Male	5
1	J	General Population	5	Cells	Male	5
2	J	General Population	5	Cells	Male	5
2*	INTK	Safe Cell	1	Cells	N/A	1
2*	INTK	Holding Cell	1	Cells	N/A	2
Totals			36			58

*Intake Holding Cells not included in the total capacity.

The bed count is not the jail's operational capacity. A facility is typically considered to be at full capacity when approximately 85% of the beds are occupied. The unoccupied beds allow operators to separate inmates according to classification and status, taking into consideration custody level, codefendant status, membership in a specific gang, or level of criminal sophistication. Therefore, the operational capacity of the Island County Jail is approximately 49 beds, and as such, the facility is routinely over capacity.

Intake and Release

The intake portion of most county jail systems is considered the ‘front door’ to the criminal justice system and can play a critical role in the trajectory of an individual entering the system. It is important during the intake process to assess each individual booking for medical, mental health, and security risks they may pose. The intake process sets inmate’s expectations and guides their adherence to rules and regulations throughout their period of detention. It also should reassure new admissions that their basic health and safety needs will be met thereby reducing the anxiety that sometimes results in acting out while in custody.

Intake at the Island County Jail begins at the sallyport located on the west side of the facility. At 10 feet wide by 14 feet deep, the vehicle sallyport is large enough for one vehicle only and requires backing out rather than allowing drive-through egress for arresting officers and transport vehicles. The safety and security of the sallyport is further compromised as the drive is adjacent to the public entrance to the jail, as seen in Figure 12. Upon entering the building through the pedestrian sallyport, persons in custody are escorted to the second floor via elevator or stairs to be processed. Having the processing area on a different level than the sallyport is less than ideal and a safety hazard, particularly when arrestees may be restrained.

The second floor booking area consists of a full body scanning machine, a small waiting area with bench, one group holding cell and one suicide watch/detox cell, and an intake processing counter with stools. There are no partitions at the counter and individual privacy is minimal or nonexistent. (See Figure 13)



FIGURE 12. JAIL SALLYPORT AND PUBLIC ENTRANCE



FIGURE 13. JAIL INTAKE

Staff do not have direct line-of-sight when inmates are in the holding cells. Corrections Deputies are reliant on interval observational rounds and video surveillance due to the lack of line of sight. This is an area of risk for the facility as security situations and medical and mental health episodes often occur while detainees are going through the admittance process. Such incidents include drug

overdose, seizures, self-harm attempts, and assaults on others. Because there is just the one group holding cell, it is challenging to separate arrestees who should not be held in the same area. Routinely, the jail's interview rooms located outside of intake are utilized as temporary holding cells to manage ebbs and flows or new arrests and to mitigate for the lack of separate holding cells to accommodate varying classifications of persons entering the jail.

Medical Services

Medical services are provided by a contractor experienced in correctional healthcare. The contract requires that personnel be Registered Nurses at a minimum. Contract staff operate out of a single 144 square foot room attached to Booking that serves as both clinical and office space (*see Figure 14*). There is insufficient privacy for exams and medical history surveys. There is insufficient space to plan for an expansion of services such as a



FIGURE 14. JAIL MEDICAL AREA

dental suite or other specialized procedures such as X-rays. There is very limited administrative workspace for the contracted Medical Director/Provider within this space. Ideally, there would be (at a minimum) a hoteling workspace that would allow for two practitioners to be onsite at the same time. Additionally, storage space for supplies typically found in a medical clinic is inadequate. There is no infirmary or special medical housing (e.g., inmates on a medication-assisted treatment program for substance abuse withdrawal or those undergoing gender transition). Inmates requiring round-the-clock care must be transported off-site. When necessary, a general population housing unit is co-opted to serve as stepdown housing for medically fragile inmates and individuals with chronic medical needs.

Behavioral Health & Inmate Programs

Island County's Human Services department staffs the jail behavioral health programs. This team manages three programs: 1) the Jail Mental Health Program offering voluntary mental health counseling for the jail population; 2) Residential Substance Abuse Treatment (RSAT), a federally funded dual diagnosis program treating substance use and mental health disorders; and 3) Jail Transition services that connect offenders to outside services and housing in an effort to stave off homelessness and recidivism upon release. The Licensed Mental Health Counselor (LMHC) managing the Mental Health Program performs the intake assessments and manages a caseload. During a stakeholder interview, the Behavioral Health Program Manager advised that the LMHC's current caseload was 32 inmates, or approximately 62% of the inmate population on that day.

The three Behavioral Health staff share an office with the sergeants, so there is a lack of privacy when counselors discuss cases with family and other professionals. There is no space in the facility to accommodate workstations for non-profit community partners. Most of the program functions take place in one multi-purpose meeting room that is overscheduled, or in the small interview rooms that were designed for law enforcement and attorney interviews and not counseling or therapy. To address the shortfall in program space, a Behavioral Health Program Room renovation project was completed in early 2025.

There is no dedicated mental health housing unit designed to accommodate inmates with different levels of acuity. The facility operates a handful of general population housing pods as mental health housing, but this is not ideal as they are unsuitable for housing program participants with psychotic or bipolar disorders and other specific needs.

The RSAT program is the sole living community. It is housed in a 5-bed dormitory with more normative furnishings and inmates are provided with materials that they would otherwise not be permitted to have in other housing units. There is a wait list for this program due to space limitations. When the consulting team toured the facility, there was one female participant who had agreed to give up many of the program perquisites and live in General Population housing because space is not available for a dedicated female RSAT unit.

The existing jail has one indoor/outdoor recreation area (*Figure 15*) where inmates can get fresh air and modest exercise. A solid roof covers a portion of the yard so that it can be used in inclement weather and the remaining roof is covered with security mesh. There is a bench and basketball hoop, but the recreation opportunities are severely limited by the configuration and overall lack of space. Due to the hard materials and finishes used and the HVAC fans on the jail roof, this space is also very loud and doesn't allow for counseling or programming to take place outside.



FIGURE 15. OUTDOOR RECREATION YARD

Support Services

The institutional kitchen located in the original portion of the facility serves both the jail and the Juvenile Detention Facility. Food service is contracted to a vendor with the inmates moving meals to the housing blocks. The inmates operate the institutional laundry. Co-location with the JDC helps here, as the jail can use the commercial-style units at the JDC when the institutional laundry equipment goes down.

Other contracted support services for the Jail include the commissary and electronic security system programming and maintenance. The County supports the IT infrastructure and systems. The inmates provide custodial services with supplies from Island County Facilities Management and the facility is quite clean despite the age and heavy use that the building receives.

Storage space throughout the facility is inadequate. Corridors are being used to store file cabinets, boxes of supplies, and equipment. Similarly, the sallyport has become a repository for items that more appropriately belong in an institutional warehouse or maintenance building. (See Figure 16)



FIGURE 16. STORAGE IN JAIL HALLWAY (LEFT) AND JDC SALLYPORT (RIGHT)

Staffing

At the time of this report, Sheriff's staffing at the Island County jail consisted of 28 positions, including 18 corrections deputies, 5 supervisors (3 sergeants and 2 lieutenants), the Jail Administrator, and four (4) civilian Control Room personnel. The current administrator created the non-sworn Control Room positions several years ago so that the deputies could be deployed more strategically. There is a minimum of three sworn staff on duty around the clock, two deputies and a supervising sergeant. Deputies and control personnel work three 10-hour shifts with overlap (Day Shift = 07:00 – 17:00; Swing Shift = 13:00 – 23:00; and Night Shift = 22:00 – 08:00). The span of control for each Corrections Deputy ranges from approximately 1:20 to 1:58 inmates depending upon the population, shift, and staff availability.

Hiring and retaining qualified staff to operate a detention or correctional facility is a challenge for agencies across the country. In Island County, these issues (e.g., a waning interest in working in corrections, “poaching” experienced officers from neighboring agencies, lower salaries when compared with law enforcement) are exacerbated by the cost of living and lack of housing on Whidbey Island.

Officer salaries and benefits aside, the existing jail offers few health and wellness amenities for staff such as dedicated breakrooms, a fitness room or gym with attached locker rooms, or a staff muster and meeting room. Further, the lack of natural lighting and other biophilic features that has a detrimental effect on inmate mental health and well-being, also affects the staff while they are working their shift in the jail.

JUVENILE DETENTION CENTER EVALUATION

Housing

The juvenile facility was designed with 21 beds, but the operators consider the capacity to be 15 beds as there are three double rooms that are not used. This capacity is sufficient for the recent Average Daily Population of just under two juveniles, but the Court Administrator overseeing the facility reports that they are seeing the population trend upward after minimal occupancy during the COVID pandemic, which is putting pressure on staffing. In terms of the population profile, JDC’s operators are seeing fewer gross misdemeanor offenses and more higher-level offenses in the juvenile population.

There are two housing modules – a larger module with 10 single rooms and 2 double rooms, and a smaller module with 5 single rooms and 1 double room. The rooms are arrayed around a dayroom at floor level and on a mezzanine accessed by stairs. Sleeping room finishes and fixtures are similar to a typical adult housing cell with CMU bunks and combination stainless steel plumbing fixture. Showers are off the dayroom. (*See Figure 17*). Housing module and facility doors are controlled from a central control room.

While the current JDC housing is functional, staff feels that there are better models for serving the juvenile population, citing a trend toward therapeutic environments and co-ed housing modules as seen in Snohomish and Skagit Counties.



FIGURE 17. TYPICAL JDC SLEEPING ROOM (LEFT) AND HOUSING MODULE (RIGHT)

Intake and Release/Visiting/Medical/Property

Juveniles are typically brought to the facility via the vehicle sallyport located in the Law & Justice Center building which is sized for one passenger vehicle. Several users expressed concern about the size of this sallyport and that having to back in and out rather than pull-through raises the potential for accidents. Juveniles are escorted to the JDC intake via elevator and a pedestrian bridge over Center Street NE.

The intake area is sizeable (see Figure 18) and encompasses several functions. There is an intake counter with two stations, two non-locking holding rooms (Figure 19), a search and shower room, property storage, and the Medical exam and storage rooms. The contract medical provider housed at the jail attends to the juveniles at the JDC as needed. There are two visit rooms attached to the intake space as well. The JDC's operators advise that this space mostly works well. However, there is concern the state of Washington may raise the age of jurisdiction, resulting in the facility accepting offenders over the age of 18, with no leniency given with respect to the requirement to separate young adults from the juvenile population. It would be difficult to manage this separation in the current intake if both age groups were being processed at the same time.



FIGURE 18. JDC INTAKE COUNTER



FIGURE 19. JDC INTAKE HOLDING

Programs

The JDC offers an academic program that is geared toward earning a high school diploma rather than passing the General Education Development test. There is a classroom on the second floor and office space for the program manager, but storage space for curriculum materials is inadequate. Staff also makes use of a multi-purpose room on the first floor within the Probation office, particularly for day reporting programs. Vocational training offerings are very limited as there is no shop or technology space.

New equipment for a gym on the second floor (*see Figure 20*) was recently provided through a grant with the local school district. This space has a basketball hoop and is heavily used but is the only recreation space available to the juvenile population. There is no outdoor recreation space or other opportunity for the juveniles to get fresh air.

Island County Probation has implemented some successful diversion and alternatives to custody programs for the juvenile population. These include engaging juveniles in community service, a youth mentorship program, work crew, and a new Day Reporting School.

Staffing

The JDC has 14 funded full-time positions: 12 Juvenile Detention Officer (JDO) positions, a JDC manager and a night shift supervisor. At the time of this report, eight (8) of the JDO positions were filled, with two of those employees on long-term leave. With only six active JDOs, Island County is not able to maintain local housing for Island County's juvenile offenders. All juveniles arrested on new charges, held during pre-trial, or court ordered to serve time in juvenile detention through an adjudication or probation violation are housed in Whatcom County.

If fully staffed, the JDC would run four teams with 2-3 staff per shift working 12-hour shifts to cover the 24/7 operational schedule. Presently there is just one (1) JDO working on each shift.

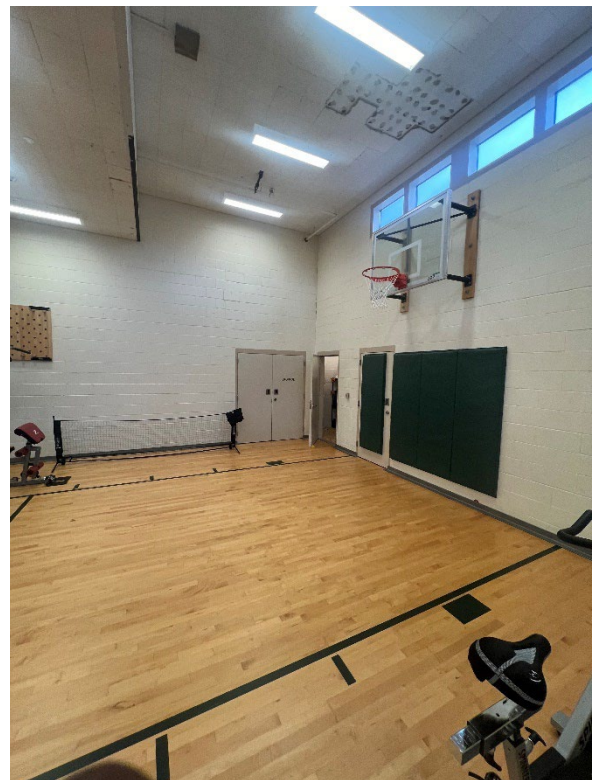


FIGURE 20. JDC GYM AND FITNESS ROOM

While there is an employee breakroom, it is inconveniently located on the first floor of the building with the Probation offices and so employees tend to congregate in the control room, which can be a distraction. JDC's management team would prefer that the detention facility and the Probation offices be on one floor.

Support Services

Support Services is an operational area where co-location offers some benefits for the Island County detention facilities.

The jail food services contract and kitchen prepare all meals for the JDC and the short delivery distance ensures compliance with maintaining proper food handling requirements. The two facilities share transportation vehicles which helps to control costs associated with fleet size and maintenance. The shared medical services contract also provides a shared benefit with the utilization of qualified shared medical providers.

Laundry Services are currently managed at the jail and supports both the adult and juvenile populations as an efficiency of being collocated. The juvenile facility does have commercial laundry equipment available for use if needed or the demand becomes too great for the adult facility to continue providing this service. Conversely, the laundry service area can be used to back up the institutional equipment at the jail.

Being adjacent to the Superior Court is particularly efficient for the juvenile facility as all cases are assigned to the Superior Court. Island County's Superior Court judges do have the discretion to conduct all proceedings except plea and sentence hearings virtually for juveniles.

Maintenance (Jail and JDC)

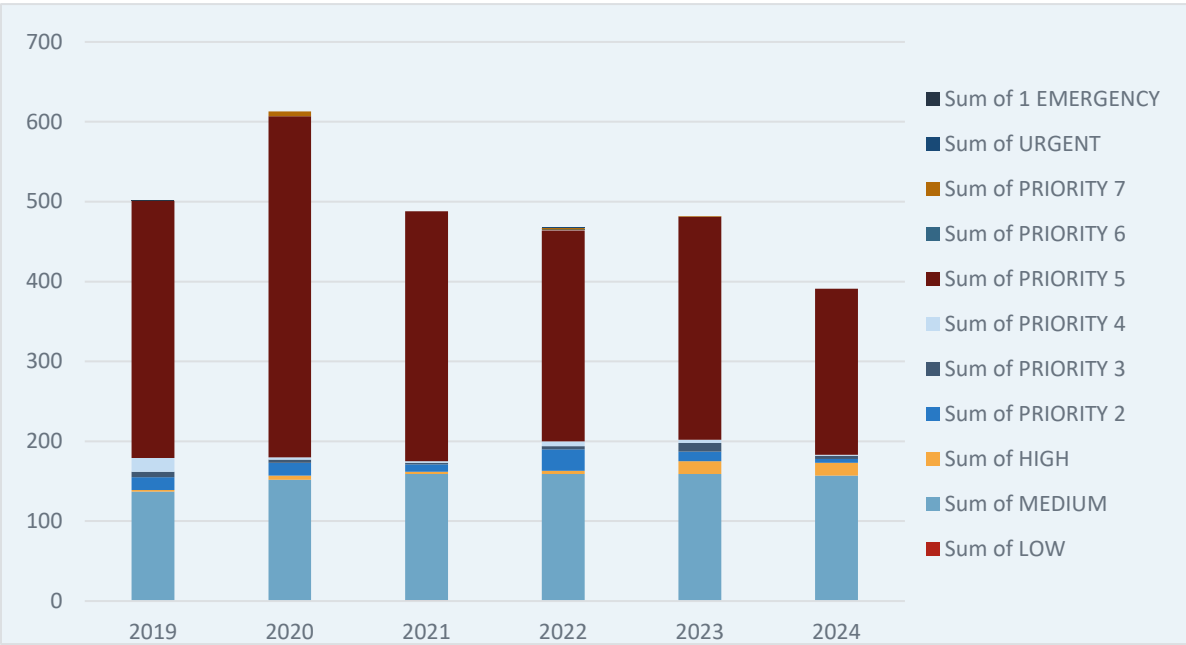
Maintenance is provided by the County's Facilities Management team with the detention facilities sharing personnel with the rest of the County. Building Automation Systems are limited to the HVAC controls for the JDC. The County uses a Computerized Maintenance Management System (CMMS) for work orders and has a Preventative Maintenance program. There is a service request prioritization policy for the CMMS that is inconsistently applied by requestors or labels that don't have a response requirement (i.e., "low", "medium" or "high") are used in lieu of the policy categories. Further, emergency and urgent service requests are not typically entered but are called in and

addressed outside of the system. This makes it difficult for the Facilities Director to track chronic issues and develop a responsive annual maintenance plan and budget. CGL was advised after initiating the Needs Assessment that the County is migrating away from the old system to a web-based CMMS to modernize and improve services.

Seven years of workorder prioritization for the jail and JDC are summarized in Figure 21. Based only on the recorded entries, the two facilities have averaged around 490 calls for service annually in recent years. Approximately 90% of the entries have a 7+ day response requirement (Priority 5) or no response requirement (Medium).

Facilities Management has some storage in the JDC and occupies a small space in the jail basement that is part of the central mechanical room. The remainder of the basement is crawl space. The Maintenance Shop and some storage spaces are off-site in a 1.5-car garage associated with an old house owned by the County. This storage and workspace for the maintenance team is reported to be wholly inadequate.

Figure 21. Maintenance Service Requests – Prioritization Summary



Source: Island County Facilities Management

The County anticipates spending \$3.45 million on major jail maintenance projects over the next 5 years, to include replacing the original 1983 roof, upgrading the doors, locks and lighting in the cell blocks, and creating a fund that makes available approximately \$120,000 annually to handle emergent maintenance needs at the aged facility. These repairs are intended to allow the facility to continue to operate safely but will do nothing to address the lack of space across the entire program and the deficiencies inherent in the facility design.

Operational Assessment Ratings

For an operational assessment, CGL provides an overall operational rating that represents an appraisal of how well a facility's physical plant meets its intended purpose and supports its mission and operation. An assessment for the Jail and JDC is provided separately, but the evaluation criteria is the same. The three potential ranges are:

- **Fully Meets:** The facility is well designed to meet its mission, the needs of its target population, and current and planned program/service offerings. Facility design and layout is efficient from a staffing standpoint. Line of sight in units and secure spaces is good. Programming space is sufficient to support program goals. The location of functional spaces supports secure and effective operations. Design and layout establish an environment that supports the agency and facility mission. Design supports modern correctional standards and requirements.
- **Partially Meets:** Facility design is somewhat supportive of the facility's mission, however, there may be layout/design issues that impact system efficiency and are not supportive of current and future correctional practices. This may include some degree of space deficiency for programs/services, outdated design, inefficient layout, or inability to comply with national standards.
- **Does Not Meet:** Facility's design does not reflect modern correctional practices or the goals of the agency. The design and layout create additional staffing needs, negatively impact safety and security, and reflect outdated correctional philosophies. Functional component adjacencies are inappropriate and complicate facility operations. Examples: Aging linear housing units, poor line of sight, lack of program spaces, undersized treatment spaces, program spaces located in inappropriate locations.

Table 3. Island County Jail - Operational Assessment Ratings

Component	Rating	Notes
Housing	Does Not Meet	Policies are in place to control jail population as housing capacity is limited. The design does not support a direct supervision inmate management model. Housing is not configured to accommodate the increasing number of inmates with medical and mental health diagnoses, special program needs, and behavioral issues. All housing lacks natural light, and inmates complain about the harsh artificial lighting. The modules have small dayrooms and do not have attached program, interview, or triage space.
Inmate Programs	Does Not Meet	Despite the recent creation of a BH Program Room, the facility lacks program delivery and workspace for clinicians and community partners and doesn't support an expansion of programs.
Medical	Does Not Meet	Space is undersized and cannot accommodate an expansion of space or services to reduce off-site transport. Minimal privacy. No separation of clinical and administrative space. Minimum staffing by contract is a Registered Nurse.
Behavioral Health	Does Not Meet	The jail lacks therapeutic housing for inmates with diverse levels of mental health acuity. Purpose-designed mental health interview and treatment space does not exist.
Kitchen/Dining	Fully Meets	The equipment, space, and the physical plant are adequate to support the current adult and Juvenile facility needs. Recent renovations and new equipment result in this component being one of the only areas functioning effectively to support both Adult and Juvenile operations.

Component	Rating	Notes
Administration & Support	Partially Meets	A recent remodel carved out some additional administrative offices. However, BH and sworn supervisory staff sharing an office creates confidentiality issues. The public reception and visitation areas are not welcoming and there is no ADA access from the main public jail entrance.
Staff Wellness	Does Not Meet	There are no wellness facilities or amenities for staff. The poor indoor environment negatively affects staff as well as inmates.
Infrastructure	Does Not Meet	Island County lacks human services infrastructure and partners for diversion programs. Physical infrastructure to the site - water, sewer and electrical services - have sufficient capacity. The building's wiring and piping systems are aged or obsolete and continue to deteriorate.
Adjacencies	Does Not Meet	The sallyport is located adjacent to the public entrance. Arrestees must be escorted upstairs for booking. The intake counter lacks privacy, and the holding cells are inadequate for separating detainees. Staff areas are insufficiently separated from inmate circulation areas. Adjacency to the Superior Court offers some efficiency and reduces transportation, however District Court is located in Oak Harbor.
Accessibility	Does Not Meet	Accessibility is an issue for visitors and public, as well as arresting officers.
Standards Compliance	Does Not Meet	Not ADA compliant
Staffing	Partially Meets	Indirect supervision, while not the administrator's preferred model, requires minimal custodial staffing. Support and program staffing appear adequate for the services the facility is able to offer given space limitations. The introduction of Civilian Main Control Operators has allowed the current

Component	Rating	Notes
		staffing model to meet the security obligations and care, custody, and control of the jail population.
Circulation	Does Not Meet	Circulation areas are being used to store files, supplies and equipment and there is insufficient storage space. The single vehicle single vehicle sally port is also used for storage and AO and transport vehicles must back in and out creating a safety hazard near the public parking lot and building entrance.
Expansion Capability	Does Not Meet	There is no expansion capability. The site is fully built out and there are height restrictions. The Annex building is unsuitable cannot accommodate further expansion of the Jail.
Operating Costs	Partially Meets	Many of the building systems, site elements and equipment assets have exceeded useful life and are energy inefficient. Repairs are difficult due to obsolescence. The historic CMMS does not support planning and budgeting for maintenance (replacement in process). Staffing costs are lower with the indirect supervision model and civilian control positions vs. an alternative management strategy.

Table 4. Juvenile Detention Center - Operational Assessment Ratings

Component	Rating	Notes
Housing	Partially Meets	Housing spaces are adequate for the needs of the current average daily population. The facility is relatively new, and the fixtures, tables, bunks, and common association spaces are well maintained. In modern juvenile facilities there is typically access to natural light both in the association spaces and within the cells themselves.
Detainee Programs	Does Not Meet	The Academic program manager reports a lack of storage for curriculum materials. There are classrooms within the JDC and a multi-use program room on the building's first floor, but additional program space is needed. There is no outdoor recreation for the juvenile population. Access to fresh air is considered a best practice nationwide.
Medical	Fully Meets	There is a clinical exam room and medical storage room. The contract medical provider attends to the juveniles at the JDC as needed.
Behavioral Health	Does Not Meet	The jail lacks therapeutic housing for juveniles with diverse levels of mental health acuity. Purpose-designed mental health interview and treatment space does not exist. Juveniles with special needs are segregated.
Kitchen/Dining	Fully Meets	Contract Food Services are shared with the jail. The kitchen is sized appropriately for the number of meals served. Juveniles eat in housing unit day rooms.
Administration & Support	Partially Meets	Probation is officed on the first floor below the JDC and space is adequate.

Component	Rating	Notes
Staff Wellness	Partially Meets	There are no wellness facilities or amenities for staff, and there is no breakroom on the JDC operational floor. Staff tend to congregate in the control room.
Infrastructure	Fully Meets	Water, sewer and electrical service to the site have sufficient capacity.
Adjacencies	Fully Meets	The adjacency to Superior Court is efficient. Co-location with the adult jail helps with Support and Medical services.
Accessibility	Fully Meets	The facility is ADA compliant
Standards Compliance	Fully Meets	Statements by the juvenile staff indicate compliance standards for education are currently being met for any juvenile within their custody as required by Washington State Law.
Staffing	Does Not Meet	Juveniles are currently housed in adjacent counties due to staffing vacancies.
Circulation	Partially Meets	Juveniles are brought to the L&J Building and walked across a pedestrian bridge to the JDC. Interior circulation is mostly efficient; however, it is management's preference to have the Probation offices on the same level as the detention center.
Expansion Capability	Fully Meets	There is no expansion capability, however, the capacity of the JDC is not likely to be exceeded in the foreseeable future unless there are legislative changes with respect to the age of jurisdiction for juveniles.
Operating Costs	Partially Meets	<p>The HVAC system for the JDC consists of 7 individual units mounted on the jail roof to meet building height restrictions in Coupeville. This is reported to be "the most inefficient HVAC system" in the County's asset inventory.</p> <p>Staffing costs are disproportionately high as no juveniles are being housed currently.</p>

In the aggregate, the consulting team has determined that the Island County Jail is not fulfilling the intended purpose, supporting the Sheriff's mission. Eleven of fifteen Facility and operational components received the lowest assessment rating. Further, the main jail building would be very difficult and costly to repair, renovate and expand, and it is unlikely that a capital investment of that magnitude would result in a jail that meets modern operational standards.

The assessment of the Juvenile Detention Center is more positive, which is not unexpected as it was constructed more recently than the jail. The majority of the JDC's components were deemed capable of meeting the County's requirements. However, several of the arguably more important components (e.g., Staffing, Detainee Programs, Behavioral Health, Housing) are falling well short of meeting the stated goals of the juvenile justice system program managers.

Chapter 3: Needs Assessment

DATA ANALYSIS

Planning for the future of local detention in Island County begins with an analysis of reported criminal offenses, and crime rates, as well as historic jail population data including bookings and releases, average daily population, and lengths of stay. A review of the attributes of the existing jail population is helpful to understand who is being confined and managed longer term vs. those that “churn” in and out, as they require different resources. Evaluating the historic and snapshot data in conjunction with overall County population and at-risk population forecasts assists in determining the size, staffing and other resource and program requirements of the future jail population. While extensively excerpted here, a full jail population analysis and forecast is included in this report in the Appendices.

Methodology

CGL forecasted the Island County jail population using the Wizard projection software. This computerized simulation model mimics the flow of detainees through the jail system over a ten-year forecast horizon and produces monthly projections. Because Wizard attempts to mirror Island County’s criminal justice system, it must include a wide array of data that have both a direct and indirect impact on jailed population growth. Factors that underpin a correctional system’s long-term projection can be separated into two major categories – external and internal.

External factors reflect the interplay of demographic, socio-economic and crime trends that produce arrests, and offenders’ initial entry into the criminal justice process.

Internal factors reflect the various decision points within the criminal justice system that cumulatively determine jail intakes and length of stay (LOS). These decisions begin with law enforcement and end with County officials who, within the context of court-imposed sentences, have the authority to release, recommit, give and restore a wide array of good time credits, and offer programs that may reduce re-arrest and re-conviction.

CGL collected data from Island County geared towards these two factors. The purpose of collecting aggregate data was to examine Island County's demographic, crime, arrest, jail bookings and population trends over time. CGL also received extract data files from the Sheriff's Office. One file was a snapshot of the population on February 27, 2025. The other file consisted of all releases from January 2023 to February 27, 2025.

The snapshot of the jail population data allowed CGL to quantitatively understand the attributes of the population that must be housed and managed daily. The snapshot files were used to profile the jail population in terms of their socio-demographic attributes, number and type of charges, and bail amounts. Release data were used to track detainees from booking to release to determine the number of persons that entered the Island County Jail, the length of time that they remained, and the timing and mode by which they were released.

The most basic explanation of how the simulation model works is as follows. The size of a jailed population is the product of the admissions and the detainee's LOS. This can be simply stated in the following equation:

$$\frac{DOC \text{ Intakes} \times LOS}{365.25} = ADP(Average \text{ Daily Population})$$

Minor changes in either or both the LOS or number of intakes can have an enormous impact on the average daily population (ADP). For example, if the number of intakes remained constant, but the LOS was reduced, the ADP would also drop and if the LOS was increased, the ADP would increase. Similarly, if the LOS remained constant, but the intakes decreased, the ADP would also shrink and if the intakes were increased, the ADP would grow.

This example illustrates how sensitive the jail system is to law enforcement, court processing time and sentencing practices. Of course, if the number of intakes increased or decreased with no change in LOS, the population would also increase or decrease, respectively.

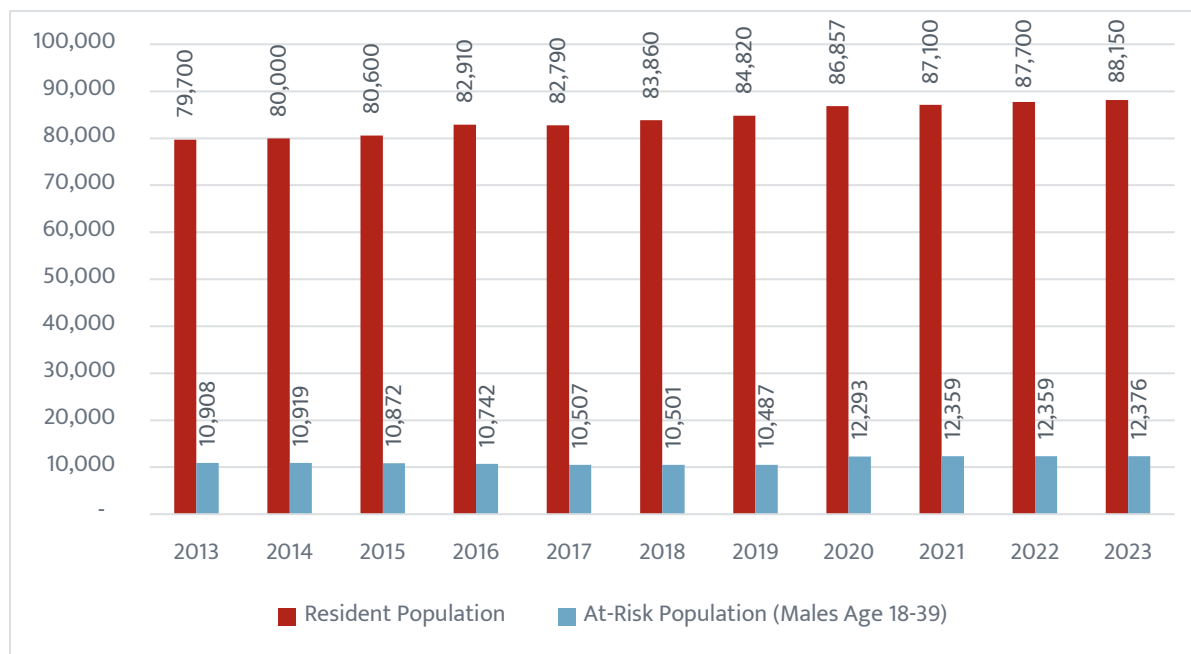
From this baseline methodology, the Wizard simulation model adds complexity and increases the accuracy of forecasting a jailed population by disaggregating the population into key groups with similar paths through the justice system. The Wizard Simulation model is an example of a stochastic entity in the sense that the model is conceptually designed around the movement of individual cases (detainees) into, through, and out of a jail. The model also makes use of the Monte Carlo simulation techniques by adding an element of randomness to the simulation model. Random numbers are generated and used by the simulation process to determine the offender group composition and lengths of stay associated with a system. Individual cases are processed by the model through a series of probability distribution arrays, or matrices, that provide computations for specific cases. When loaded with accurate data, the model mimics the flow of detainees through the system and produces a monthly forecast accurate to within 2 percent.

Historic At-Risk Populations

County population as a sole data point is not a reliable indicator of jail population. Criminologists have long noted that certain segments of the population have higher rates, or chances, of becoming involved in crime, being arrested, and being incarcerated. This is known as the “at-risk” population, which generally consists of younger males. Higher crime rates are often observed for males aged 15 to 25, while the higher incarceration rates are observed for males aged 18 to 44. When the at-risk population in a jurisdiction is expected to increase, it may be an indicator of future additional pressures on criminal justice resources, all things being equal.

Figure 22 provides data on the total resident population and at-risk estimates for Island County from 2013 to 2023. Over this time frame, the total resident population has increased by an annual average of 1.0%. The at-risk population, here designated as males ages 15-44, has increased at an annual average of 1.4%. From 2019 to 2020, the total resident population increased by 2.4%; the at-risk population dramatically outpaced this growth with an increase of 17.2%. However, from 2021 to 2023, the total resident population increased by 1.5% while the at-risk population only increased by 0.7%.

Figure 22. Island County Resident and At-Risk Population



Source: Washington State Office of Financial Management

Crime Statistics

Although, historically, there has been no strong or consistent association between reported crime rates and jail intakes, observing these data can provide some anecdotal evidence that allows insight into county trends in local jail admissions. Jail populations are more directly shaped by policy and procedural decisions of officials who work in the local criminal justice system: local law enforcement, prosecutors, probation and parole officers, and the judiciary. These officials all work independently, but the collective decisions they make at specific decision points within the local criminal justice system affect the size of the jail population.

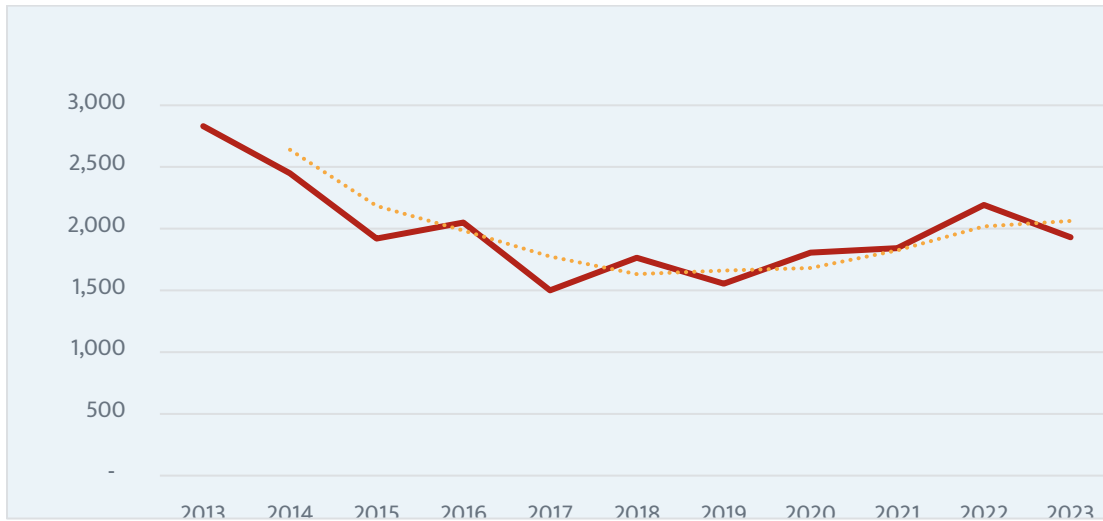
Crime statistics are reported by local law enforcement agencies to Washington State Statistical Analysis Center’s Criminal Justice Research and Statistics Center. The data is published at the County level using a system maintained by the Federal Bureau of Investigation known as the Uniform Crime Reports (UCR) and National Incident-Based Reporting System (NIBRS). The system categorizes more serious crimes (Group A Offenses) as Crimes Against Persons, Crimes Against Property, and Crimes Against Society. Table 5 presents the reported Group A Offenses for Island County for the 10-year period 2013 to 2023.

Table 5. NIBRS Reported Crimes for Island County

Item	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Murder		1	1	1	-	-	1	-	1	-	1
Manslaughter	-	-	-	-	-	-	-	-	-	-	-
Forcible Sex	20	21	23	24	10	20	27	17	24	8	14
Non-Forcible Sex	2	2	-	4	-	-	-	-	1	-	1
Assault	474	429	371	408	311	363	304	342	400	512	466
Kidnapping/Abduction	6	8	6	4	9	12	5	8	7	7	2
Human Trafficking	-	-	-	-	-	-	-	-	-	-	-
Viol. of Protection	131	105	86	118	83	156	140	118	119	136	150
Crimes Against Persons	633	566	487	559	413	551	477	485	552	663	634
Robbery	8	9	11	4	5	2	3	2	1	6	1
Arson	4	3	3	3	3	1	2	1	3	3	9
Burglary	431	366	262	268	200	207	180	187	162	254	147
Theft	1,132	953	746	755	571	613	555	783	774	875	720
Extortion/Blackmail	1	-	2	-	-	-	2	4	1	9	3
Counterfeiting/Forgery	32	14	22	22	15	9	13	10	13	13	13
Destruction of	476	433	296	326	202	227	221	260	279	335	350
Bribery	-	-	-	-	-	1	-	-	1	-	-
Property Crimes	2,084	1,778	1,342	1,378	996	1,060	976	1,247	1,234	1,495	1,243
Drug Violations	79	56	37	75	63	121	79	36	5	8	18
Weapons Law	31	43	51	37	28	31	21	33	45	24	29
Gambling Violations	-	-	-	-	-	-	-	-	-	-	-
Animal Cruelty	-	-	-	-	-	-	-	-	4	2	3
Pornography	2	6	4	1	1	1	3	5	2	1	3
Prostitution	2	-	-	-	-	-	-	-	-	1	-
Societal Crimes	114	105	92	113	92	153	103	74	56	36	53
Total Reported Crimes	2,831	2,449	1,921	2,050	1,501	1,764	1,556	1,806	1,842	2,194	1,930

Overall, Total Reported Crime in Island County trended downward between 2013 and 2019 but has since started trending upward (*Figure 23*). The average year-over-year increase in total reported offenses was 6.3% between 2020 and 2023.

Figure 23. Trend in Total Reported Crimes in Island County, 2013 – 2023



Between 2019 and 2023, total reported UCR crime in Island County increased by 29.2%. There was an average annual increase of 7.5%. Notably, property crime rates surged by 24.8% from 2019 to 2020, and by 20.3% from 2021 to 2022. Violent crime rates surged from 2020 to 2021 by 13.5% and 19.3% from 2021 to 2022. See tables 6 and 7.

Table 6. Historical Violent Crimes and Rates

Year	Violent	Violent Crime Rate
2013	633	794.2
2014	566	707.5
2015	487	604.2
2016	559	674.2
2017	413	498.9
2018	551	657.0
2019	477	562.4
2020	485	558.4
2021	552	633.8
2022	663	756.0
2023	634	719.2
% Change (2013-2023)	0.2%	-9.4%
Average % Change (2013-2023)	1.5%	0.5%
% Change (2022-2023)	-4.4%	-4.9%

Table 7: Historical Property Crimes and Rates

Year	Property	Property Crime Rate
2013	2,084	2,614.8
2014	1,778	2,222.5
2015	1,342	1,665.0
2016	1,378	1,662.0
2017	996	1,203.0
2018	1,060	1,264.0
2019	976	1,150.7
2020	1,247	1,435.7
2021	1,234	1,416.8
2022	1,495	1,704.7
2023	1,243	1,410.1
% Change (2013-2023)	-40.4%	-46.1%
Average % Change (2013-2023)	-3.5%	-4.5%
% Change (2022-2023)	-16.9%	-17.3%

Source: Washington Association of Sheriffs and Police Chiefs

When comparing Island County's crime rates to national averages, the county's violent crime rate is significantly higher than the national average. In 2023, Island County's violent crime rate was approximately 719 per 100,000 residents, about 27.9% higher than in 2023 and well above the national average of 364 per 100,000. Conversely, Island County's property crime rate of 1,410 incidents per 100,000 in 2023 is 35.9% lower than the national rate of 1,917 per 100,000.

In recent years, total adult arrests in Island County have steadily increased, averaging a 17.5% annual rise. The most notable spike occurred between 2022 and 2023, when arrests jumped nearly 25% in just one year. This trend aligns with the overall increase in crime rates observed between 2019 and 2023. Table 8 provides the arrests for both adults and juveniles for the study timeframe.

Table 8: Historical Arrests

Year	Adult Arrests	Juvenile Arrests
2013	1,435	105
2014	1,076	87
2015	761	68
2016	940	68
2017	769	51
2018	946	29
2019	417	10
2020	490	5
2021	521	15
2022	632	29
2023	788	65
% Change (2013-2023)	-45.1%	-38.1%
Average % Change (2013-2023)	-1.2%	19.5%
% Change (2022-2023)	24.7%	124.1%

Source: Washington Association of Sheriffs and Police Chiefs

Historical Jail Intake and Population Data

Table 9 and Figure 24 present historical intakes to the Island County Jail between 2013 and 2023. Figure 25 details the ADP from 2018 to 2023.

Intakes to the Island County Jail increased substantially between 2013 and 2017, up 90.4% from 355 in 2013 to 676 in 2017. From 2023-2024, intakes remained static, down 1.1% from 523 in 2023 to 517 in 2024.

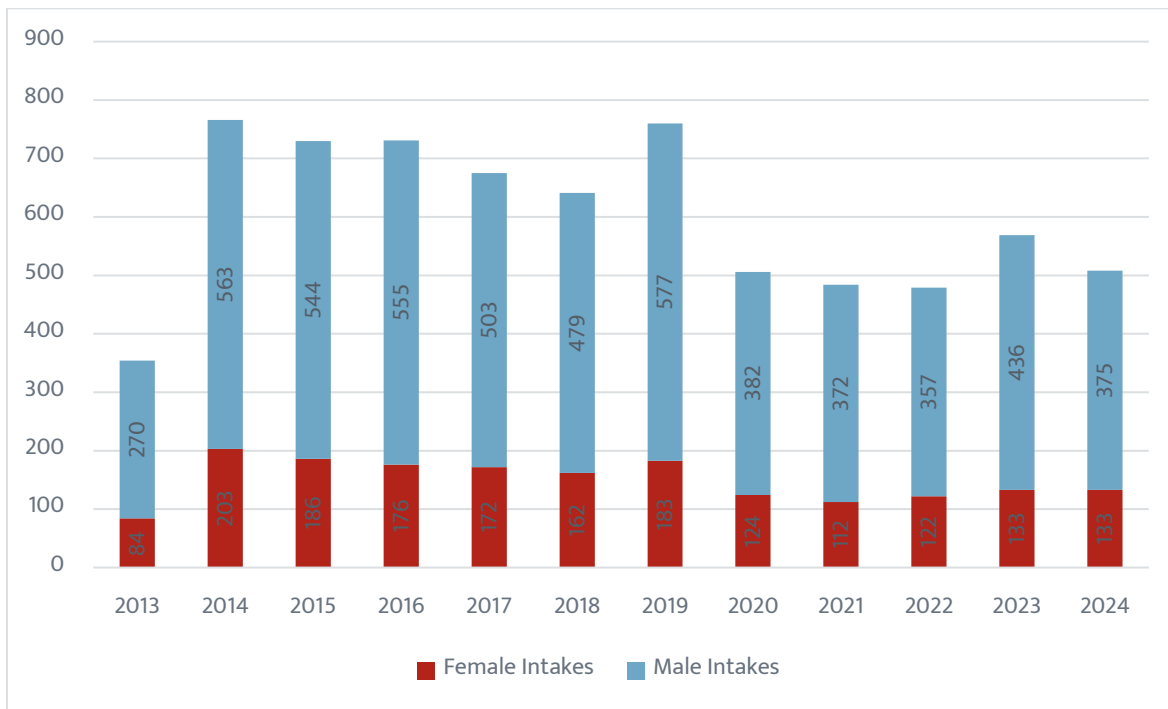
The total ADP for the Island County Jail peaked in 2019 at 64. Between 2019 and 2021, it fell by 43.8% to 36. Since 2021, the ADP had started to grow towards pre-COVID levels. However, between 2023 and 2024 it fell 11.3% from 53 to 47.

Table 9. Historical Island County Metro ICSO Intakes by Gender, 2013-2024

Year	Female	Male	Unknown	Total
2013	84	270	1	355
2014	203	563	1	767
2015	186	544	2	732
2016	176	555	1	732
2017	172	503	1	676
2018	162	479	0	641
2019	183	577	0	760
2020	124	382	0	506
2021	112	372	0	484
2022	122	357	0	479
2023	133	436	0	569
2024	133	375	0	508

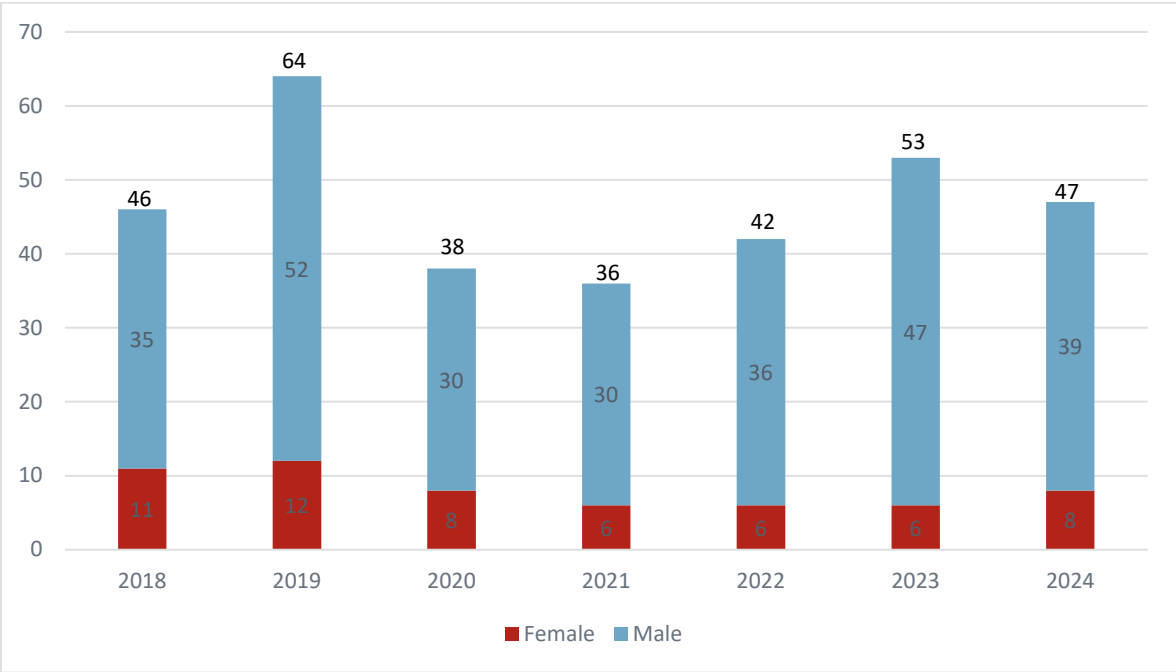
Source: Island County Sheriff's Office

Figure 24. Island County Sheriff's Office Historical Intakes, 2013-2023



Source: Island County Sheriff's Office

Figure 25. Island County Historical ADP, 2018-2023



Source: Island County Sheriff's Office

Despite the rise in arrests – up 89% over the period – intakes into the correctional system declined by an average of 6.1% annually. This drop in bookings is likely the result of continued mitigation efforts related to the COVID-19 pandemic and systemic policy decisions intended to prevent facility overcrowding. While intakes have begun to rebound, they remain significantly below pre-pandemic levels – falling from 760 bookings in 2019 to just 508 in 2024. Taken together, crime rates, arrest activity, and booking and ADP trends suggest that pressure on correctional bedspace has remained relatively stable for now.

Population Attributes

The analysis report in the Appendix includes an extensive data profile for the inmates housed in the Island County Jail on February 27, 2025. This snapshot data and evaluation offers important insight into the needs of the jail population—information that will be essential as Island County considers plans for the future and a potential new facility. A summary of certain aspects of the data is as follows:

General Summary

1. The Island County Jail population consisted of 46 inmates with an average LOS to date of 85.9 days.
2. Most of the Island County Jail population was male (78.3%). Males had a significantly longer average length of stay to date than females (98.6 days for males versus 31.0 days for females).
3. The majority of the Island County Jail population was White (82.6%).
4. Fifty percent (50%) of the Island County Jail population had bond amounts set from \$0-\$10,000 with an average LOS of 34.9 days. The other 50% had bond amounts greater than \$10,000 with an average LOS of 127.9 days.
5. The average age of detainees in jail was 39 years. Most detainees were ages 25 through 44.

Detainee Attributes by Most Serious Offense

1. Persons held/sentenced for a felony charge accounted for most detainees (51.4%) and had an average LOS to date of 95.4 days.
2. Violent felony charges made up the majority of felony charges (77.8%).
3. Persons held/sentenced for murder/manslaughter had the highest average LOS to date at 302.5 days.
4. Persons held/sentenced for a misdemeanor charge accounted for most detainees (42.9%) and had an average LOS to date of 65.7 days.

Detainee Attributes by Classification Level

All individuals booked into the Island County Jail were evaluated using an objective classification tool and placed into one of three classification levels: minimum, medium, or maximum. The classification tool consists of 6 structured questions with override options for violent offenders. The scored questions use information about offense severity, conviction history, escape history, prior institutional behavior, age, and other relevant factors to determine classification level. The last four unscored sections flag special housing factors and important discretionary factors that may be used to increase or decrease the final classification level (see report in Appendix for the full evaluation).

Several key findings have emerged from the data:

1. Nearly half of the Island County Jail inmates were assigned to the minimum classification level (46.5%).
2. The average LOS to date was 48.5 days at the minimum classification level and 82.8 days at the medium classification level.

3. Inmates assigned to the maximum classification level had the highest average LOS to date at 186.1 days.
4. Nearly 33% of inmates were admitted for violent felony offenses. 39.5% were admitted for nonviolent felony offenses and 27.9% were admitted for misdemeanor or traffic offenses.
5. The majority of inmates (65.1%) had either no previous convictions history or only misdemeanor and traffic offenses.
6. The most commonly flagged discretionary factors were domestic violence convictions or conviction history, previous prison time, and the presence of a warrant or detainer.
7. The most commonly flagged special housing factors were medical problems, psychological impairments, and suicide risks.

Although the classification system is designed to guide housing assignments and ideally security-based privileges, limited physical space within the jail prevents staff from utilizing the classification system to its full potential and this operational constraint limits the system's effectiveness. As Island County considers future facility planning, revalidating the classification system and scored instrument will be important if housing decisions can be more consistently based on classification level in a new or reconfigured space.

Detainee Attributes by Mental Health Evaluation

All individuals booked into the Island County Jail receive a Health Evaluation designed to identify immediate needs and alert staff to any behavioral health concerns that could impact safety or custody decisions. The screening tool consists of 48 structured questions, with 12 being scored, gathering information on current medications, mental health diagnoses, history of substance use, prior hospitalizations, and other relevant factors. The process is built to flag risk early and support informed decision-making within the facility. Several key findings emerged from the data:

1. Forty-three percent (43%) of the population reported being homeless
2. Over one-third of the population (36%) reported having a history of traumatic brain injury or other head injuries
3. Forty-three percent (43%) have a history of dental problems, many which reported needed immediate attention
4. Thirty-four percent (34%) of the population are currently on medication for emotional or mental health problems
5. Half of the population scored high enough to require urgent referrals for treatment

The average length of stay to date was not significantly impacted with greater urgency in mental health referral needs, with inmates with no referral needs averaging a LOS to date of 85.8 days and inmates with urgent referral needs averaging a LOS of 89.5 days.

General Attributes of Jail Releases

Release data assists CGL in determining the number of people entering the jail, the length of time that they remain, and the timing and mode by which they are released. The following are some key findings from jail releases in 2023-2024:

1. The majority of releases in 2023 were male (75.7%) with an average LOS of 17.3 days. Female releases averaged a shorter LOS at 11.2 days.
2. In 2023, white persons comprised 80.5% of releases. White persons averaged a LOS of 15.4 days, while Black persons averaged 12.8 days and Asian or Pacific Islander persons averaged 21.9 days.
3. In 2023, the majority of releases (57.2%) were aged 25-44.
4. In 2023, releases aged 18-24 had the longest LOS at 23.9 days.
5. The majority of releases in 2024 were male (74.3%) with an average LOS of 34.7 days. Female releases averaged a shorter LOS at 10.1 days.
6. In 2024, white persons comprised 84.7% of releases. White persons averaged a LOS of 24.3 days and Black persons averaged 54.4 days
7. In 2024, the majority of releases (55.5%) were aged 25-44.
8. In 2024, releases aged 35-44 had the longest LOS at 35.5 days.

POPULATION PROJECTIONS

This section presents three Island County Jail population forecasts and the key assumptions that significantly affect the projections.

Tables 11-13 present the forecasts generated using the Wizard Simulation software. The forecasts are also presented in Figure 26. Table 11 presents the baseline forecast. The “baseline” projection reflects current demographic, crime, arrest, and criminal court processing trends and policies.

The Table 12 forecast is the baseline forecast plus a peaking factor of around 12% for both males and females. The inclusion of the peaking factor shows what the highest sustained Island County Jail population will be for that year. Typically, a peaking factor is established from three years’ worth of

historical daily population data, but this was not available from the Island County data system. In that absence, an industry standard of 12% was used for these estimates.

The Table 13 forecast is the baseline forecast with peaking plus the addition of Oak Harbor beds, resulting in a forecast roughly 36% higher than the base forecast. Data provided by the Oak Harbor Police Department indicated that between 4 and 8 beds have been historically needed (Table 10). Adjusting for similar projected growth as Island County generates a needed ADP of approximately 12 beds for Oak harbor PD by the end of 2025.

Table 10. Historical Oak Harbor Bed Needs

Time Period	Annual Daily Population	Housing Type	Housing Location
2020-2024	4	Contracted	SCORE
2019-2020	8	Contracted	Yakima Jail
2018	7	Oak Harbor Jail	Oak Harbor Jail
2015-2017	4	Oak Harbor Jail	Oak Harbor Jail
2004-2008	8	Oak Harbor Jail	Oak Harbor Jail

Source: Oak Harbor Police Department

Base Model Assumptions:

1. Demographic growth in greater metropolitan areas in total and at-risk populations will mimic the averages observed from 2020-2023.
2. Booking profiles and release methods will remain at proportions observed in 2024.
3. Increased intakes through 2035, creating an almost 13% increase over 2024.
4. LOS will remain at levels seen during CY 2024.

The base forecast projects the total Island County Jail ADP to increase slightly from 2024 by about 6.4% to an average ADP of 50 by the end of 2025. From there, growth continues with an average annual growth rate of 4.0% per year through 2040. The Island County Jail ADP is projected to reach 89 in 2040.

Table 11. Island County Projections – Base Forecast, 2018-2040

Year	Historical			Base Forecast		
	Male	Female	Total	Male	Female	Total
2018	35	11	46			
2019	52	12	64			
2020	30	8	38			
2021	30	6	36			
2022	36	6	42			
2023	47	6	53			
2024	39	8	47			
2025				44	6	50
2026				46	7	53
2027				48	7	55
2028				50	7	57
2029				53	7	60
2030				54	8	62
2031				56	8	64
2032				58	8	66
2033				60	8	68
2034				62	9	71
2035				64	9	73
2036				67	9	76
2037				71	10	81
2038				74	10	84
2039				76	10	86
2040				79	10	89
Total Numeric Change 2018-2024	4	-3	1			
Average Percent Change 2018-2024	6.6%	-2.7%	4.1%			
Total Numeric Change 2025-2040				35	4	40
Average Percent Change 2025-2040				4.0%	3.6%	3.9%

The base forecast with peaking factors, shown in Table 12, is calculated to be about 12% higher than the base forecast. The base forecast with peaking factors projects the total Island County Jail ADP to increase to an average ADP of 55 by the end of 2025 and 99 by the end of 2040.

Table 12. Island County Projections – Base Forecast with Peaking, 2025-2040

Year	Base + Peaking Forecast		
	Male	Female	Total
2025	49	6	55
2026	52	8	60
2027	54	8	62
2028	56	8	64
2029	59	8	67
2030	60	9	69
2031	63	9	72
2032	65	9	74
2033	67	9	76
2034	69	10	79
2035	71	10	81
2036	75	10	85
2037	80	11	91
2038	83	11	94
2039	85	11	96
2040	88	11	99
Total Numeric Change 2025-2040	39	5	44
Average Percent Change 2025-2040	4.0%	4.4%	4.0%

Source for Tables 11 and 12: CGL

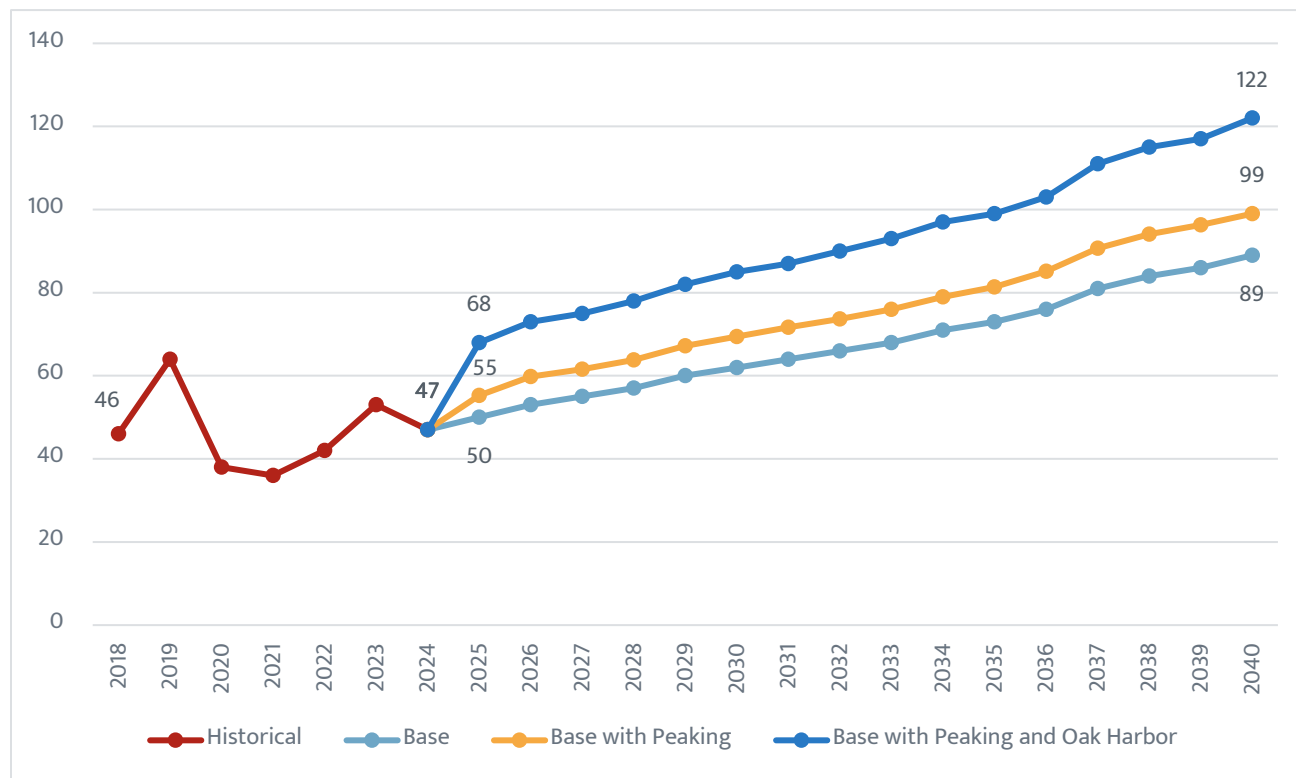
The base forecast with peaking factors and the addition of Oak Harbor beds to the average daily population is roughly 37% higher than the base forecast. The additional Oak Harbor beds account for about 20% of the total ADP forecast from 2025-2040. The base forecast with peaking factors and Oak Harbor projects the total Island County Jail ADP to increase to an average ADP of 68 by the end of 2025 and 122 by the end of 2040.

Table 13. Island County Projections – Base Forecast w/ Peaking & Oak Harbor, 2025-2040

Year	Additional Beds for Oak Harbor	Base + Peaking + Oak Harbor		
		Male	Female	Total
2025	12	60	8	68
2026	13	63	10	73
2027	13	65	10	75
2028	14	68	10	78
2029	15	72	10	82
2030	15	74	11	85
2031	16	76	11	87
2032	16	79	11	90
2033	17	82	11	93
2034	17	85	12	97
2035	18	87	12	99
2036	18	91	12	103
2037	20	97	14	111
2038	20	101	14	115
2039	21	104	14	117
2040	22	108	14	122
Total Numeric Change 2025-2040	10	48	6	54
Average Percent Change 2025-2040	4.0%	4.0%	4.1%	4.0%

Source: CGL

Figure 26. Island County Projections – Base Forecast w/ Peaking & Oak Harbor, 2018-2040



Source: CGL

FACILITY PROFILE

A profile for the future Island County Jail was developed based upon the population forecast in the preceding section. This profile forms the basis for estimating the size of the jail and the associated site requirements. An estimate of the size for a replacement juvenile facility was also determined (using the current bed count) so that co-location opportunities for a detention campus with shared support services could be evaluated.

While the forecast helps anticipate how many individuals may be detained in the coming years, it's important to consider capacity thresholds when interpreting these projections. Running a jail at or near 100% capacity creates significant operational and safety challenges – reducing flexibility in housing assignments, straining resources, and increasing the risk of violence, medical emergencies, etc. According to national standards and research from the National Institute of Corrections (NIC), jails ideally operate below 85% of their rated capacity to maintain safe and effective operations.

The following jail utilization thresholds should serve as a guide to ensure the jail remains safe, legally compliant, and capable of adapting to population fluctuations:

<u>Threshold</u>	<u>Implication</u>
Under 85%	Room for growth when renovations are needed or are underway
85%	Allows movement, routine classification, and incident response
85%-95%	Risk of increased infractions, limited housing options
Over 95%	Unsafe; classification fails, legal and compliance risk

Bedspace

Table 14 incorporates the NIC standard of operating at or below 85% of capacity. Fifteen percent (15%) is added to the 2040 Island County population forecast for males and females to determine the overall jail bedspace requirement. Industry benchmarks are used to calculate the number of beds by classification.

The industry benchmarks do not directly align with Island County’s classification system or historical experience with respect to the percentage of the population assigned to each category. Therefore, Table 15 was prepared to illustrate how the bedspace might be distributed based on Island County’s experience. It should be noted that this bedspace allocation is one possible approach, and the county should invest in a more detailed programming effort if a project moves forward.

Table 14. Bedspace Forecast

	Total Population Forecast	Males	Females
2040 Baseline Population Projection	122	108	14
Utilization Factor (operate @ 85% of capacity)	18	16	2
BEDSPACE TOTAL:	140	124	16

Classification	Industry Benchmarks	Total Forecasted Bedspace by Classification ¹	Males	Females
General Population	80%	112	99	13
Maximum	30%	42	37	5
Medium	30%	42	37	5
Minimum	20%	28	25	3
Special Needs²	15%	21	19	2
Segregation (PC/Admin. Seg.)	5%	7	6	1
Total³	100%	140	124	16

¹Bedspace allocations by classification are raw numbers and are not rounded for design and constructability

²Special Needs beds could include Medical & Mental Health Stepdown units and Program Intensive Housing (e.g., RSAT)

³Intake, Detox, Suicide Watch, and Behavioral Segregation cells and Infirmary beds are not included in the forecast bed count.

Table 15. Bedspace Allocation Proposal

Female	# of HUs	# of beds	Subtotal
Med/Max	1	6	6
Min/Special Needs	1	6	6
Special Needs/Ad. Seg.	1	4	4
Female Housing Capacity	3		16
Behavioral Segregation	1	2	2
Intake	1	2	2
Infirmary	1	2	2
Total Female:			22
Male	# of HUs	# of beds	Subtotal
Maximum	4	8	32
Medium	4	8	32
Minimum	3	12	36
Special Needs	2	8	16
Admin. Segregation	1	8	8
Male Housing Capacity	14		124
Behavioral Segregation	1	6	6
Intake	1	4	4
Infirmary	1	4	4
Total Male:			138
TOTAL FACILITY:			160

Note: Intake/Detox/Suicide Watch, and Behavioral Segregation cells and Infirmary beds (20 beds) are provided in this allocation proposal in addition to the forecast bed count.

The current trend in the industry is to design and build housing units that are purpose-built for specific populations. This could include medical and mental health stepdown housing, or program-intensive housing such as housing units for Residential Substance Abuse Treatment. Stepdown housing assists jail managers with appropriate placement of inmates who do not need intensive medical or mental healthcare, but who may require more observation and interaction. The Medical stepdown unit could accommodate inmates on medical assisted treatment for seizures, withdrawal, or gender transition, or those who use a wheelchair, cane, or walker. Similarly, while a sizable percentage of the jail population takes prescribed medications to manage one or more mental health diagnoses, there are some inmates who require more clinical or peer support that could be placed in a mental health stepdown unit.

Island County Jail leadership has expressed interest in designing most of the housing with an eye toward flexibility rather than designing for specific populations. Medium, Minimum, Special Needs, and Administrative Segregation (e.g., Protective Custody) housing units could utilize a design approach and construction materials that are commonly seen in minimum custody housing or program-intensive living communities. The concept is to provide a normative environment and smaller housing units so that they can be used according to the current classification demands. The smaller units could be designed without bunks or tiers so that every bed is accessible from ground level and can be used by inmates with disabilities or mobility issues. Traditional higher security design and construction methods could be used for Maximum custody and behavioral segregation housing units. If the bedspace allocation outlined in Table 15 were built, as an example, thirty-two (32) of the 124 beds in the male housing units would be hardened as well as the eight (8) beds in the Behavioral Segregation unit.

Some benefits of this approach include avoiding “overclassifying” low-level offenders who receive no benefit from being placed in hardened areas; flexibility in reassigning housing units as the population profile evolves; and a lower cost of construction from using more commercial-grade materials, finishes and furnishings vs. detention grade.

This approach has some drawbacks as well. Changes in the characteristics and needs of the inmates housed, along with increased federal mandates and national litigation have transformed how detention systems must operate. In the last decade alone, inmate population levels in most jails have changed and become “harder” due to criminal justice system reforms and the diversion of low-level

offenders from incarceration. This, coupled with the increase in individuals with serious mental illness has altered the makeup and increased the complexity of the jail population.

If these trends continue, the cost of maintenance and replacement of furnishings and equipment may increase if the populations assigned to normative housing units with the Island County Jail do not take ownership or become destructive. This approach also works better in a direct supervision model where staff is embedded in the housing units vs. primarily monitoring inmate activities from a central control room; staffing costs may increase if the inmate management model must adjust in response to uncooperative inmate behavior.

Facility Size

It is important to note that the size of a new jail and inmate living space differs by jurisdiction and is driven by client needs and cost. Therefore, decisions regarding the supervision method (direct vs. indirect vs. hybrid), and housing (e.g., single occupancy cells/rooms, double or multi-occupancy cells/rooms, or dormitory) and building typologies (single story vs. mezzanine) must be made in advance of embarking upon more detailed space programming and project development.

A high-level program summary based on space allocation standards and square-feet-per-bed benchmarks compiled by CGL has been prepared to evaluate the site opportunities in Island County and estimate the cost of a new facility. **The benchmarked space requirement range is approximately 56,000 square feet** based on a 400 GSF per bed space requirement. Again, it is important to note that this size estimate is very preliminary and there are a multitude of decisions the County will need to make as part of a more detailed programming effort as the project progresses toward financing and implementation.

The county is also considering replacement of the juvenile detention center which does not meet the programmatic requirements of the operators as it is designed more akin to an adult jail and not as a therapeutic environment suitable for a modern approach to juvenile justice. The facility managers foresee the need for a similar size facility (21 beds) constructed and operated differently than the existing facility.

A benchmark of 888 GSF/bed was applied to derive the juvenile space requirement, which reflects a low-level campus-style facility. The individual program component space benchmarks for juveniles are

different than an adult facility with the program space occupying roughly 20% of the overall building area.

There could be adjustments and resulting cost savings for the juvenile project if it is co-located with the jail. The bulk of the Services and Support Services components could be shared and would not need to be duplicated if a Justice Center approach is taken. Table 17 outlines the program for a **18,650 square foot juvenile detention center**.

Table 16. Island County Jail Benchmarked Space Requirement – 140 Beds

Benchmarked Space Requirement		
Benchmark GSF/Bed		400
Building GSF		56,000
Component	Space Allocation	
Male Housing	51%	28,560
Female Housing	10.5%	5,880
Administration	5%	2,800
Programs	9%	5,040
Services ¹	4%	2,240
Intake/Release/Transfer	6%	3,192
Health Care	4.5%	2,520
Support Services ²	10%	5,600
Totals	100%	55,832

¹Services: Visitation and Staging, Kitchen, Laundry, Commissary, warehouse, inmate property

²Support Services: Storage, Maintenance, MEP, Central Plant, IDF/radio closets

Table 17. Island County Juvenile Center Benchmarked Space Requirement – 21 Beds

Benchmarked Space Requirement		
Benchmark GSF/Bed		888
Building GSF		18,648
Component	Space Allocation	
Male & Female Juvenile Housing	45%	8,392
Administration	11.5%	2,145
Programs	21.3%	3,972
Services ¹	7.5%	1,399
Intake/Release/Transfer	5%	932
Health Care	4.9%	914
Support Services ²	4.8%	901
Totals	100%	18,654

¹Services: Visitation and Staging, Kitchen, Laundry, Commissary, warehouse, inmate property

²Support Services: Storage, Maintenance, MEP, Central Plant, IDF/radio closets

Chapter 4: Development Options

SITE ASSESSMENTS

Siting detention facilities is challenging. Owners and operators can face a diverse slate of issues ranging from community perceptions with respect to safety and property values, governance (e.g., land use compatibility and code requirements), availability of infrastructure and proximity to essential services such as courtrooms, hospitals and community law enforcement and human services partners, and the cost of development.

At the outset of this study and after some discussions with Island County stakeholders, the consulting team identified a total of eight potential sites for the replacement jail facility. Two were located within the Town of Coupeville, and six in the area between Oak Harbor and Whidbey Island Naval Air Station. The sites were screened for development feasibility against a range of criteria, including property ownership, zoning, land use and development standards, and the availability of utilities and infrastructure. After screening, three sites were selected for further analysis and cost estimating -- two Coupeville sites and one site north of Oak Harbor.

The north Oak Harbor site could be a proxy for the two adjacent properties that were included in the initial screening, with the primary difference being that one is a privately-owned gravel pit operation and the other is owned by the Washington Department of Transportation. Therefore, those would have an acquisition process and potential cost that is not a factor with the County-owned Oak Harbor site (Option 1 – Solid Waste Transfer site) that was studied in greater detail. All three of the referenced sites are impacted by proximity to Naval Air Station Whidbey Island and noise attenuation standards and Accident Potential Zone overlays.

Assumptions for All Sites

The following assumptions were made for the Site Option feasibility assessments and associated development cost estimates.

1. The Adult Jail and Juvenile Detention Center will be co-located on the selected site.
2. The Adult Jail and Juvenile Detention Center are priced as stand-alone facilities. Co-locating will allow sharing of some support services, resulting in savings in both the initial construction cost as well as long term operating costs through the elimination of duplicated functions and staffing. However, determining those saving requires a level of planning beyond the scope of this study.
3. Neither the Island County Code nor the Coupeville Town Code specify parking requirements for jail or detention center use and as indicated in both codes the parking requirement will be determined by the Planning Director. Assuming a direct supervision model to determine staffing and including the overlapping parking needs at shift change, plus visitor parking needs the estimated total parking requirement for the two facilities is 80-95 stalls.
4. Construction to the same level of hardening and security is assumed. At a more detailed design and planning level, it may be determined some savings could be achieved by constructing with varying levels of hardening corresponding to different inmate classifications and respective security requirements.
5. Conceptual site plans of the three sites are included following the assessment for each site. For comparison of scale, the plans show simple blocks indicating the 56,000 SF area of the adult jail as if constructed on a single level. The northerly Oak Harbor and NW 1st St sites include a block representing an 18,700 SF single-story juvenile detention center and estimated area required for parking. Due to the site limitations on the existing courthouse site, the juvenile detention center block shown on the site diagram represents approximately 2/3 of the area required and with no parking on the sit
6. **Cost estimates are for construction only and assume a construction start in January 2028.** Key exclusions include Soft Costs, inmate relocation and temporary housing, WA State Sales Tax, AV Equipment, and Hazardous Materials abatement.

SITE OPTION 1: SOLID WASTE TRANSFER SITE

3137 North Oak Harbor Road, Oak Harbor



1. Site Option 1 is a 14.78-acre County-owned property currently functioning as a solid waste transfer site and road maintenance facility located at the southwest corner of Ault Field Road and Oak Harbor Road. The property to the west is under Washington State Department of Transportation ownership. The parcel to the south is a sand and gravel service under private ownership.
2. The property is in unincorporated Island County, but within the Oak Harbor Urban Growth Area.
3. The site is Zoned OH-1, Oak Harbor Industrial Zone by the Island County Code (ICC).

4. A detention facility is classified as an Essential Public Facility which, in the OH-1 Zone is an unlisted use. An unlisted use as defined by the ICC is neither explicitly allowed nor explicitly prohibited.
5. Unlisted uses require a written code interpretation by the Planning Director under a Type II Administrative Decision review process. In addition, the ICC specifies procedural requirements for the siting of Essential Public Facilities which include among other items, public notification and a community meeting.
6. The site is served by the Oak Harbor water system from Ault Field Road on the north side of the site.
7. Currently the property is served by an on-site septic system. The nearest point of connection to the Oak Harbor Public Utility sewer system is approximately 1,300 feet east along Ault Field Road at the intersection of Goldie Road.
8. Setbacks are 35' along Ault Field Road and N. Oak Harbor Road. Additionally, there is a landscape setback of 20' along M. Oak Harbor Road.
9. Building height is limited to 35 feet.
10. Due to proximity to the Whidbey Island Naval Air Station, the site is within AICUZ Noise Zone 3, which requires construction to provide a 30 dba noise level reduction, easily achievable with standard jail construction.
11. The property is within Aircraft Accident Potential Zone II.
12. Assumptions/Exclusions specific to this site:
 - a. For this site option, it is assumed the existing jail complex will remain in place, so demolition costs for the existing jail complex are excluded.
 - b. The site has several existing structures related to its current use. The cost of demolition is excluded from the cost since a review of the buildings' construction is required to develop an accurate cost for demolition.
 - c. It is assumed a sewer extension will be required from N Oak Harbor Road along Ault Field Road to the site and the cost of this extension is included.
 - d. The size of the parcel provides ample area for the jail, juvenile detention center and parking, even after considering the required setbacks. Pricing is based on a single level solution for both facilities.

Site Option 1 - Summary

The portion of the County-owned parcel north of Schay Road that encompasses Site Option 1 provides approximately 11.5 acres for the construction of the jail and the juvenile detention center. Except for the ballfields to the north, which could be buffered through a combination of the minor arterial roadway, site setbacks and screening, the adjoining properties are primarily industrial and compatible land uses. There are two existing means of vehicular access from county-maintained roads which could allow for the separation of secured ingress/egress and parking from visitor facilities. The site offers ample opportunity to provide large outdoor recreation areas that are lacking at the existing facilities, and the 35-foot-maximum allowable building height is greater than permitted at the two Coupeville sites. The site is large enough to accommodate a phased development approach, future expansion of the jail or juvenile facility, and/or co-location of other county operations.

Detention facility development would likely require relocation of the existing solid waste transfer facility (which consists primarily of temporary and portable buildings and equipment) either to a new location in the same vicinity or to the Solid Waste Complex in Coupeville. The site plan concept shows the new facilities on the portion of the site currently occupied by Public Works. This operation could be redeveloped adjacent to the new detention facilities, relocated to another county property, or preserved in place with the new jail and juvenile center built closer to the northerly and easterly portions of the property with administrative facilities screening the secure areas of the complex from view. The estimated cost to demolish and relocate these facilities is beyond the scope of this study.

The distance from the courthouse and hospital to this site would increase the Sheriff's staffing and operational costs for inmate transportation. This could be partially mitigated by locating one or more courtrooms in the new facility for hearings that do not require an inmate or juvenile to be physically present in the Courthouse. The new facilities could also be designed to accommodate an expansion of on-site medical services to mitigate off-site transportation.

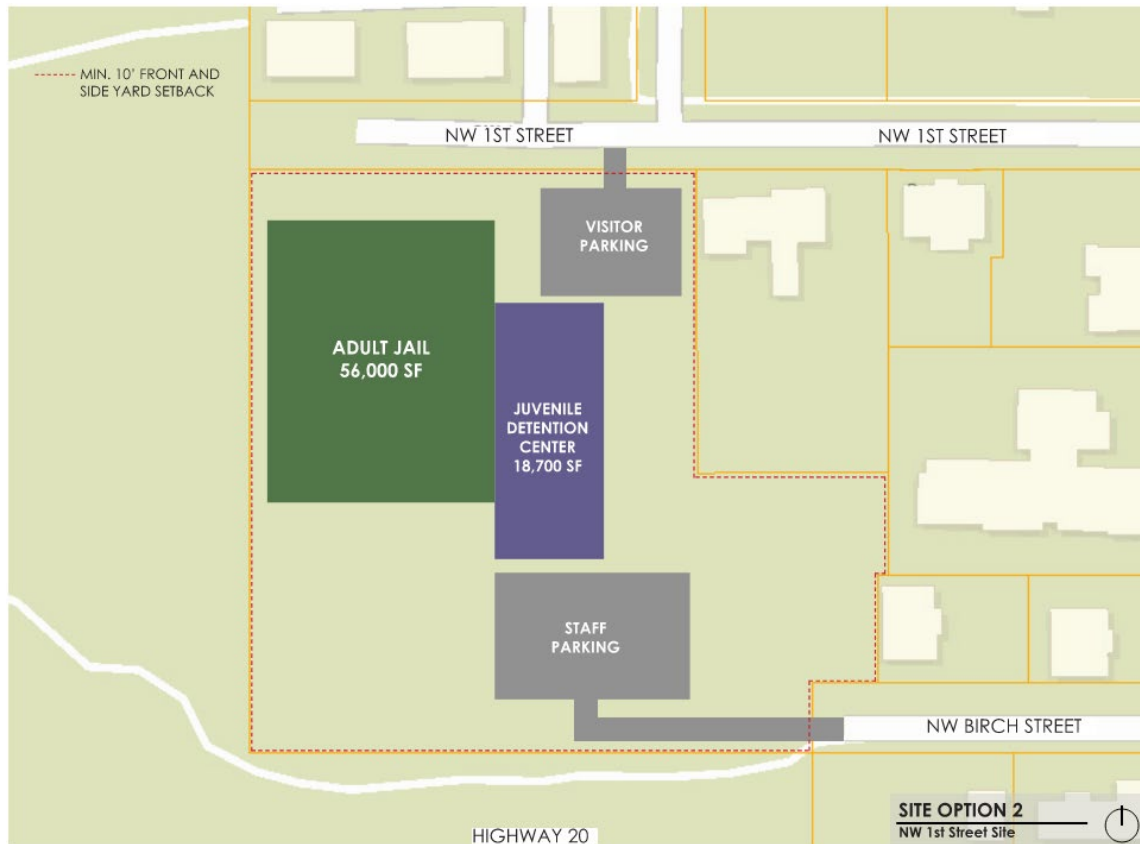
There is existing water service from Oak Harbor Public Utilities, but the cost of extending and tying into the sewer at Goldie Road will increase the cost of development. Because the existing jail can remain operational during construction, the county can forgo the cost for temporary relocation of the adult and juvenile custodial populations with this option.

Site Option 1 – Construction Cost Estimate:

\$100,700, 255

SITE OPTION 2: NW 1ST STREET SITE

7 NW First Street, Coupeville



1. Site Option 2 is a County-owned 5.43-acre parcel bounded by NW 1st Street on the north, with residential property across the street; County Offices, Professional Offices and residential properties to the east; Highway 20 to the south; and a vacant wooded parcel to the west. Coupeville Elementary School lies directly south across Highway 20.
2. The site is currently undeveloped.
3. The site is served by the Town of Coupeville Public Utilities for water and sewer.
4. In addition to access from NW 1st Street, the southeast corner of the site provides access to NW Birch Street.
5. The site lies within AICUZ Noise Zone 2, which requires a minimum 25 dba noise level reduction, easily achievable with standard jail construction.

6. Building height is limited to 28 feet.
7. Setbacks are 10 feet for front and side yards and 6 feet for rear yards.
8. Ten percent of the lot useable area is required to be landscaped.
9. The site is within Ebey's Landing National Reserve and is subject to Design Review.
10. Where possible, parking lots within Ebey's Reserve are required to be behind buildings rather than along the street and are to be screened from view with landscaping.
11. Assumptions/Exclusions for this site:
 - a. Like Site Option 1, it is assumed the existing jail complex will remain in place so demolition costs for the existing jail are excluded.
 - b. The size of the parcel provides adequate area for the jail's needs, and pricing reflects a single level solution
 - c. Costs include additional landscape screening at parking lots and the ten percent landscaped area as required in Ebey's Landing Reserve.

Site Option 2 - Summary

While it encompasses roughly one-third the area of the Oak Harbor site, the NW 1st Street site is adequate for the adult jail, juvenile detention center and associated parking. The size of the site presents some potential for phased development and future expansion, and it will accommodate the County's desired outdoor recreation needs. The Town of Coupeville owns the undeveloped property to the west and the boundary between that property and the County-owned site is heavily vegetated. The property is currently undeveloped and so no relocation of on-site uses or facilities will be required in anticipation of jail and juvenile center development.

The site is within Ebey's Reserve and will be subject to Design Review and development standards. A buffer featuring setbacks and landscaping on the north, south and east sides of the facilities will be required to comply with Ebey's Reserve requirements and to adequately screen detention facility operations from surrounding uses. Although the proximate medical and commercial offices may be perceived to be less of a concern, the site does present some land use compatibility issues given the adjacent residential developments to the north and east and the elementary school across Highway 20 to the south. The conceptual site plan developed for this feasibility study envisions the adult facility being sited toward the "back" of the property (i.e., to the west) with the juvenile facility contributing to the screening.

There are two existing means of vehicular access from roads maintained by the Town of Coupeville which could allow for the separation of secured ingress/egress and parking from visitor facilities. While transport would still be required, this site offers excellent proximity to the Superior and Juvenile Courts as well as the WhidbeyHealth Medical Center thereby reducing the long-term operational and cost impacts versus a site in Oak Harbor. This could be further mitigated by locating one or more courtrooms in the new facility for hearings that do not require an inmate or juvenile to be physically present in the Courthouse. As the distance to the Medical Center is similar to the existing conditions, the benefits and cost of building expanded medical capability into the new jail should be weighed against the known costs to transport detainees off-site to the hospital. As with Site Option 1, the existing jail can remain in operation until construction at this location is completed.

Site Option 2 – Construction Cost Estimate:

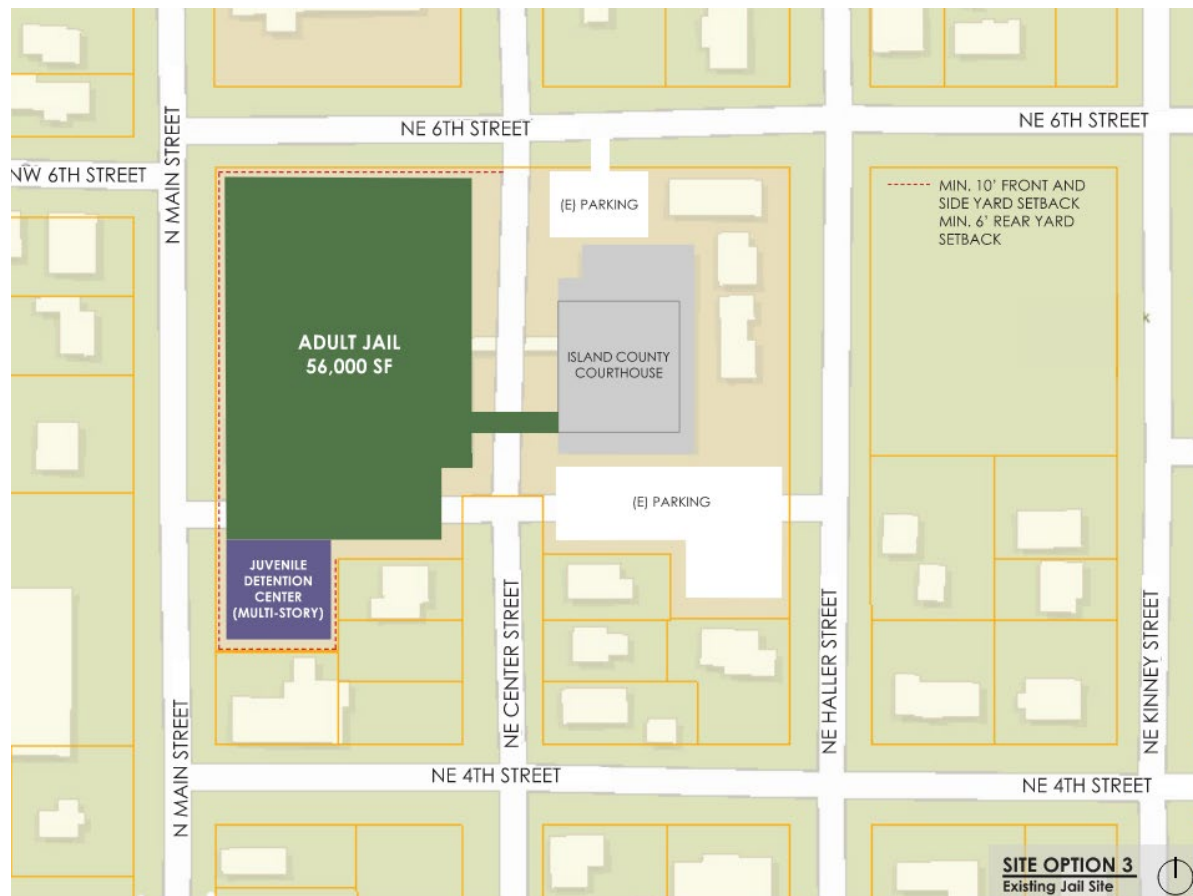
\$87,757,873

SITE OPTION 3: EXISTING JAIL SITE

1 NE 6th Street (Annex Building)

503 Main Street (Jail Building)

501 N Main Street (Juvenile Detention Center)



1. The existing jail site is a 3.55-acre site within the Town of Coupeville and consists of two full city blocks and portions of two adjacent blocks. One full block is occupied by the Law and Justice Center (Courthouse) reducing the available site area for the jail. The second block is occupied by the jail complex which consists of three buildings: the Annex, a three-story building which houses county offices and a portion of the adult jail on the second floor; the adult jail building; and the Juvenile Detention Center. A skybridge connects the adult jail and juvenile detention center to the Law and Justice Center across the street to provide a direct connection for court appearances by detainees. Small parking areas occupy the southern portion of both blocks and at the north side of the Annex Building.

2. The site is within Ebey's Landing National Reserve and therefore is subject to Design Review and development standards.
3. Additional landscaping will be required to meet the Reserve requirement for visual screening of parking lots.
4. The site is served by the Town of Coupeville Public Utilities for water and sewer.
5. The site lies within AICUZ Noise Zone 2, which requires a minimum 25 dba noise level reduction. Given typical jail construction methods and materials this will likely have minimal impact.
6. The allowable building height is limited to 28 feet.
7. Setbacks are 10 feet for front and side yards and 6 feet for rear yards.
8. Ten percent of the lot useable area is required to be landscaped
9. Where possible, parking lots within Ebey's Reserve are required to be behind buildings rather than along the street and to be screened from view with landscaping.
10. Exclusions for this site:
 - a. Redevelopment of this site will require a temporary location for the inmate population during demolition and construction. These costs are excluded.
 - b. Costs to move and lease/build/purchase office space for displaced county offices currently housed in the Annex are excluded.
 - c. Parking: Except for intake parking for law enforcement/inmate transport vehicles, on-site parking will be extremely limited requiring an off-site location yet to be determined. As a result, the cost of parking is excluded for this site.
11. Assumptions for this site:
 - a. The size of the site forces a multi-story solution for both the Adult Jail and Juvenile Detention Center. The site of the current jail block is only slightly greater than the area required for a single level design for the adult jail. The provided site diagram illustrates the area required for a single-story solution for the adult jail. The remaining area only allows for about two thirds of the area required for the Juvenile Detention Center.

- b. Ebey's Reserve landscaping and façade design requirements along with the stated goal of providing daylight in the new facility will reduce the area of the floor plate since light wells and courtyard will punctuate the building.
- c. The building height limitation of 28' and the site slope likely require excavation for at least one level below the existing grade.
- d. Skybridge to Law and Justice Center will be replaced.
- e. The project schedule will be considerably longer due to the time to vacate and demolish the building before construction can start.
- f. Cost includes the additional ten percent landscaping requirement.

Site Option 3 - Summary

The existing jail site provides the desired direct connection to the Superior Court and good proximity to the Medical Center in Coupeville.

The size of the site forces the facility into a multi-story design for both the adult jail and juvenile detention facility since the site area within the setbacks is only slightly larger than the footprint for a single-story adult jail. While the site concept shows a single-story footprint for the adult jail, the height restriction of 28' will require floors below grade to meet the space requirements. This will trigger the need for light wells and courtyards to provide daylight that is lacking in the existing facilities. Light wells and the need for small outdoor recreation yards will further reduce the floor plates. Finally, the Ebey's Reserve Design Guidelines include requirements to break up wall expanses greater than 20 feet in length which include varying setbacks, height, and bay size, some of which will decrease building area at the ground floor.

Rebuilding the jail on this site will require the temporary relocation of all adults and juveniles in custody during demolition and construction, which will add significant time and cost to the project. Another cost consideration is that of leasing, building or purchasing office space for the county functions in the Annex that will be displaced. The constrained site may allow only intake parking for law enforcement and inmate transport; providing staff and visitor parking offsite in perpetuity may be an additional cost consideration for Island County.

A "sub-option" for Option 3 is to separate the facilities and construct only the Jail or the JDC on this site. An adult jail under this scenario would still be an urban and multi-story solution as the additional site area gained by moving the juvenile facility elsewhere would only allow for marginally better outdoor recreation facilities or additional parking on site. By way of comparison, a replacement JDC on this site (with the Jail constructed elsewhere) offers more operational benefits as it is a much smaller program and a better fit given the identified constraints. The first sub-option would require relocation of all detainees and demolition in advance and for the duration of construction. The second sub-option where a standalone juvenile facility is constructed on this site would require demolition of the adult jail and Annex and replacement or rerouting of affected infrastructure to temporarily support an operational JDC. Upon completion of the new juvenile facility, the JDC could be demolished to add recreational facilities or parking for the new juvenile facility.

Site Option 3 – Construction Cost Estimate:	\$90,558,894
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Table 18: Site Option Cost Comparison

Cost Center (In \$ Millions)	OPTION 1 Solid Waste Transfer Site	OPTION 2 NW 1 st Street Site	OPTION 3 Existing Jail Site
Construction ^{1,2}	\$100.7	\$88.8	\$90.6
Demolition of Existing	\$2.18	\$2.18	\$2.18
Total Construction Cost:	\$102.88 M	\$91.0 M	\$92.8 M

Notes:

- 1) Design to begin immediately; construction start Jan-28 and finish Dec-29.
- 2) Key Exclusions for cost estimate: Project Soft Costs, inmate relocation and temporary housing for the duration of construction, WA State Sales Tax, AV Equipment, Hazardous Materials abatement.

APPENDICES

APPENDIX A

Existing Facility Code & Construction Assessment

Annex Building: Code Summary

Gross Building Area:	
Basement:	6,046 SF
First Floor:	10,224 SF
<u>Second Floor:</u>	<u>10,022 SF</u> (includes 5,508 SF of jail functions)
Total Building Area:	26,292 SF

Occupancy:	
County Offices:	A (Hearing Room) and B
Jail (Partial Second Floor):	I-3

Occupancy Separation:	
Between I-3 & B:	Two Hour Rated
Between A & B:	None Required

Building Construction Type	
Jail Area:	Type I, Fire-Resistive
Non-Jail Areas:	Type V-N

Jail Building: Code Summary

Gross Building Area:	
Basement:	2,304 SF
First Floor:	8,645 SF
<u>Second Floor:</u>	<u>8,292 SF</u> (excl. 5,508 SF of jail function in the Annex)
Total Building Area	19,241 SF

Skybridge Area:	1,057 SF
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Occupancy:	I-3
Building Construction Type:	Type II, Fire Resistive

Juvenile Detention Center: Code Summary

Gross Building Area:	
First Floor:	6,722 SF
Second Floor:	6,987 SF
<u>Mezzanine Level:</u>	<u>1,800 SF</u>
Total Building Area:	15,509 SF

Occupancy:

First Floor Admin:	B
Remainder of Building	I-3

Building Construction Type

Jail Area:	Type II, Fire-Resistive
Non-Jail Areas:	Type V-N

BUILDING MATERIALS & SYSTEMS**Annex Building:**

Structure:	Cast in place columns, beams and floor and roof slabs. Floor-to-floor heights limit ceiling heights
Exterior Materials:	Stucco over gypsum sheathing and metal stud framing, stucco applied over cast-in-place concrete, and precast concrete sills
Windows:	1" insulated clear and spandrel glazing in aluminum frames
Roof:	Ballasted single ply membrane, installed in 2003; Remaining life approximately 8-12 years
Interior Partitions:	Gypsum wallboard and metal stud partitions (non-jail areas) CMU and cast-in-place concrete (jail areas)
Interior Finishes:	
Floors:	Vinyl tile and sealed concrete (Jail areas) Vinyl tile, sealed concrete, carpet and ceramic tile in toilet rooms (non-jail areas)
Walls:	Painted gypsum wallboard, painted concrete, painted skim coat plaster over CMU, ceramic tile at toilet rooms in non- jail areas
Ceilings:	Painted concrete, painted suspended plaster, and direct glued acoustical ceiling tile on concrete (Jail Areas) Suspended acoustical tile, painted suspended gypsum - wallboard and painted concrete (non-Jail areas)

Doors & Hardware:	Doors and hardware are standard commercial grade
HVAC System:	<p>The building is served by a VRF system with a rooftop condenser unit, which was replaced in in the 2003 renovation.</p> <p>The condenser unit is problematic and the rooftop ductwork is failing. The system is at end of its life and needs to be replaced.</p>
Plumbing:	Plumbing is original to the 1972 construction with some replacement in the 2003 renovation which is in good condition but the remaining piping has deteriorated and needs to be replaced.
Fire Sprinkler System:	<p>The fire sprinkler system is fed from the domestic water lines.</p> <p>The dry sprinkler system lacks a tank.</p>
Electrical:	<p>The jail building is served by an 800 Amp service but includes no ground fault isolation which needs to be remedied.</p> <p>There is adequate panelboard space to serve the building and any anticipated additional loads.</p> <p>One significant issue is that the panelboards/breaker are beyond their useful life and the manufacturer is out of business so parts are no longer manufactured.</p>
Emergency Generator:	The jail building is served by a kw diesel emergency generator which provides power but the building lacks emergency lighting.
Lighting:	Some lighting has been upgraded with new LED fixtures, but lighting primarily consists of fluorescent fixtures.
Fire Alarm System:	The fire alarm system was replaced in 2006 and is in good condition.
Security and Communications:	Staff duress alarms are located at the customer service counters

Jail Building:

Structure:	Cast-in-place concrete bearing walls
	Precast hollow core concrete planks with concrete topping slabs for floors and roof
	Floor-to-floor heights limit ceiling heights
Exterior Materials:	Painted plaster over cast-in-place concrete walls
Windows:	1" insulated clear and spandrel glazing in aluminum frames
Roof:	Ballasted single ply membrane, installed in 1982; roof has lasted long beyond its expected life and should be replaced
Interior Partitions:	Gypsum wallboard and metal stud partitions (Staff areas)
	CMU and cast-in-place concrete
Relites:	Security glazing in hollow metal frames
Interior Finishes:	
Floors:	Vinyl tile and sealed concrete, quarry tile in kitchen, raised access floor at Control Room
	Ceramic tile at staff and public toilet rooms
Walls:	Painted gypsum board, painted concrete, painted skim coat plaster over CMU
	Ceramic tile at staff and public toilet rooms
Ceilings:	Painted concrete, painted suspended paster, and direct-glued acoustical ceiling tile on concrete
	No staff duress alarms are installed in the adult jail

Doors and Hardware:	<p>Door hardware is original to the 1982 construction and is past its useful life and needs to be replaced.</p> <p>Some areas lack detention hardware, doors and frames.</p> <p>The County plans to issue an RFP for replacement of the jail hardware in 2025.</p>
HVAC System:	<p>The HVAC system is a VRF system installed in 2016 with a rooftop condenser. The system is in good condition and is experiencing no issues. It has a remaining life of approximately 15 years.</p>
Plumbing:	<p>Plumbing consists of cast iron original to the 1982 construction, has deteriorated and requires replacement.</p> <p>One challenge is that the hot water piping runs below the kitchen slab so would be very disruptive to replace.</p>
Fire Sprinkler System:	<p>The fire sprinkler system is fed from the domestic water lines and the dry system does not have an air tank. Otherwise, the system is in acceptable condition.</p>
Electrical:	<p>The jail building is served by a 1600 Amp service which is adequate, but the system provides no ground isolation which should be remedied.</p> <p>There is adequate panelboard space to serve the building and any anticipated additional loads.</p> <p>One significant issue is that the panelboards/breaker are beyond their useful life and the manufacturer is out of business, so parts are no longer manufactured</p>
Emergency Generator:	<p>The jail building is served by a 100kw diesel emergency generator which is at the end of its life and requires replacement.</p>
Lighting:	<p>Some lighting has been upgraded with new LED fixtures, but lighting primarily consists of fluorescent fixtures.</p>
Fire Alarm System:	<p>The fire alarm system was replaced in 2006 and is in good condition.</p>

Security and Communications:	All inmate areas are covered by security cameras. There are no staff duress alarms in the building. The building's concrete bearing walls throughout the floor plate present significant challenges when running communication cabling.
Kitchen:	Some kitchen upgrades occurred in 2024 which included some new equipment.
Laundry:	The jail laundry equipment is commercial grade and in good condition. The jail laundry serves as backup for the JDC if their equipment is out of service

Juvenile Detention Center:

Structure:	Solid grout CMU bearing wall, cast-in-place concrete columns, and post-tensioned slabs Fireproofed metal roof deck east of housing units
Exterior Materials:	Exterior Insulation and Finish System (EIFS) over CMU, precast concrete and brick veneer
Windows:	1" insulated security glazing in aluminum detention frames
Roof:	Ballasted single ply membrane, installed in 2006 with a remaining life of approximately 10-15 years
Interior Partitions:	Solid grout CMU or GWB/metal stud partitions
Relites:	Security glazing in detention grade frames
Interior Finishes:	
Floors:	Vinyl tile, sealed concrete, carpet in admin area
Walls:	Painted CMU or gypsum board
Ceilings:	Suspended acoustical ceiling tile, suspended gypsum board ceilings, painted concrete and direct glue acoustical ceiling tile over gypsum board and security lath

Doors and Hardware:	Door hardware is original to the 2006 construction and consists of detention grade hardware, doors and door frames.
HVAC System:	The HVAC system for the JDC is original to the 2006 construction and is comprised of seven rooftop packaged heat pump units mounted on the roof of the adjacent jail building. Height restrictions in the Ebey's Landing National Reserve precluded large air handlers and drove the placement of the equipment on the jail building. An air handler and a boiler are located in the first floor mechanical room.
Plumbing:	Plumbing is original to the 1982 construction and has no issues with the exception that several of the plumbing chases are too small and require extra time and effort when making repairs.
Fire Sprinkler System:	The fire sprinkler system from the 2006 construction presents no issues.
Electrical:	The jail building is served by a 600 Amp service which is adequate, and the panelboards have sufficient spare capacity for additional circuits.
Emergency Generator:	The jail building is served by a 125k w diesel emergency generator in good condition which provides power and emergency lighting. It has a remaining life of approximately 10 years.
Lighting:	Some lighting has been upgraded with new LED fixtures, but lighting primarily consists of fluorescent fixtures.
Fire Alarm System:	The fire alarm system was installed in 2006 and is in good condition.
Security and Communications:	All inmate areas are covered by security cameras. There are no staff duress alarms in the JDC.
Kitchen:	The JDC is served by the kitchen in the adjacent adult jail

Laundry:

There is commercial grade laundry equipment in the property room adjacent to Intake. When it is inoperable, the JDC uses the institutional grade equipment in the adult jail. The JDC equipment cannot support load necessary to process the jail laundry if the jail equipment is down.



APPENDIX B

Cost Estimates

Island County Detention Facility

Options ROM

June 19, 2025

CUMMING GROUP

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EXECUTIVE SUMMARY

1.1 Introduction

This estimate has been prepared, pursuant to an agreement between KMD and Cumming, for the purpose of establishing a probable cost of construction at the options rom stage.

The project scope encompasses construction of a new Detention Facility in Coupeville, Washington. This analysis only addresses the cost differential between three locations: Solid Waste Transfer Site, NW 1st Street Site, and Existing Jail Site.

1.2 Project Schedule - Assumed for Purposes of Construction Escalation

	Start	Finish	Duration
Design & Engineering	Jun-25	Dec-27	31 months
Construction	Jan-28	Dec-29	24 months

1.3 Key Assumptions & Exclusions

This document should be read in association with Appendix 1 which outline assumptions, project understanding, approach, and cost management methodology. Key assumptions built into the above cost breakdown include

Key Assumptions

- CM@Risk or CMGC
- Design Assist MEP Trades
- Single Phase Construction
- Existing Building Demolition Included as Noted
- Trade per diem and material premiums for remote site

Key Exclusions

- Project Soft Costs
- Temporary Housing, Surge Space, or other Temp. Facilities
- Washington State Sales Tax
- AV Equipment
- Hazardous Materials Abatement

SUMMARY

Element	Area	Cost / SF	Total
Solid Waste Transfer Facility			
Existing Building Demolition			<i>Excluded</i>
Adult Jail	56,000	\$885.00	\$49,560,000
Juvenile Detention Center	18,648	\$753.00	\$14,041,944
Site Development	643,817	\$26.00	\$16,739,237
Offsite Sewer Expansion, LF	1,300	\$350.00	\$455,000
Site Utilities, Based on Building Costs	2.0%	\$63,601,944	\$1,272,039
Subtotal	74,648	\$1,099.40	\$82,068,220
Travel, Per Diem, and Material Premiums - Remote Site	5.0%		\$4,103,411
Escalation to MOC, 12/31/28	16.9%		\$14,528,624
Soft Costs			<i>Excluded</i>
Total Estimated Construction Cost	74,648	\$1,349.00	\$100,700,255
NW 1st Street Site			
Existing Building Demolition			<i>Excluded</i>
Adult Jail	56,000	\$885.00	\$49,560,000
Juvenile Detention Center	18,648	\$753.00	\$14,041,944
Site Development	236,531	\$26.00	\$6,149,801
Landscaping Premium - Visual Screening	23,653	\$21.00	\$496,715
Site Utilities, Based on Building Costs	2.0%	\$63,601,944	\$1,272,039
Subtotal	74,648	\$958.10	\$71,520,498
Travel, Per Diem, and Material Premiums - Remote Site	5.0%		\$3,576,025
Escalation to MOC, 12/31/28	16.9%		\$12,661,350
Soft Costs			<i>Excluded</i>
Total Estimated Construction Cost	74,648	\$1,175.62	\$87,757,873
Existing Jail Site			
Existing Building Demolition			<i>See Below</i>
Adult Jail	56,000	\$885.00	\$49,560,000

Cladding Modifications for Downtown Site	1.0%	\$49,560,000	\$495,600
Juvenile Detention Center	18,648	\$753.00	\$14,041,944
Cladding Modifications for Downtown Site	1.0%	\$14,041,944	\$140,419
Replacement Skybridge	1,057	\$3,650.00	\$3,858,050
Site Development	154,638	\$26.00	\$4,020,588
Landscaping Premium - Visual Screening	15,464	\$21.00	\$324,740
Site Utilities, Based on Building Costs	2.0%	\$68,096,013	\$1,361,920
Subtotal	74,648	\$988.68	\$73,803,262

Travel, Per Diem, and Material Premiums - Remote Site	5.0%		\$3,690,163
Escalation to MOC, 12/31/28	16.9%		\$13,065,470
Soft Costs			<i>Excluded</i>
Total Estimated Construction Cost	74,648	\$1,213.15	\$90,558,894

Existing Jail Site Demolition			
Existing Building Demolition			
Annex Building	26,292	\$23.00	\$604,716
Backfill basement	4,479	\$65.00	\$291,135
Adult Jail	19,241	\$23.00	\$442,543
Backfill basement	1,707	\$65.00	\$110,955
Skybridge	1,057	\$20.00	\$21,140
Juvenile Detention Center	15,509	\$20.00	\$310,180
Subtotal	68,285	\$26.08	\$1,780,669

Travel, Per Diem, and Material Premiums - Remote Site	5.0%		\$89,033
Escalation to MOC, 12/31/28	16.9%		\$315,234
Soft Costs			<i>Excluded</i>
Total Estimated Construction Cost	68,285	\$32.00	\$2,184,936

Alternates - Including All Markups			
Deductive Alternate - SWTF and NW 1st Sites	(7,000)	\$1,108	(\$7,753,487)
Deductive Alternate - Existing Jail Site	(7,000)	\$1,119	(\$7,831,021)

APPENDIX 1 - APPROACH & METHODOLOGY

Basis of Estimate	- Site Options Descriptions pdf Dated May 22, 2025
Estimate Format	A component cost classification format has been used for the preparation of this estimate. It classifies costs by building system / element.
Escalation	All subcontract prices herein are reflective of current bid prices. Escalation has been included on the summary level to the stated mid point of construction.
Method of Procurement	The estimate is based on a CM at Risk delivery model or other form of negotiated award.
Bid Conditions	This estimate has been based upon competitive bid situations (minimum of 3 bidders) for all items of subcontracted work.
Basis For Quantities	Wherever possible, this estimate has been based upon the actual measurement of different items of work. For the remaining items, parametric measurements were used in conjunction with other projects of a similar nature.
Basis for Unit Costs	Unit costs as contained herein are based on current bid prices in Island County, Washington. Sub overheads and profit are included in each line item unit cost. Their overhead and profit covers each sub's cost for labor burden, materials, and equipment, sales taxes, field overhead, home office overhead, and profit. The general contractor's overhead is shown separately on the master summary.
Sources for Pricing	This estimate was prepared by a team of qualified cost consultants experienced in estimating construction costs at all stages of design. These consultants have used pricing data from Cumming's database for construction, updated to reflect current conditions in Island County, Washington.
Key Exclusions	<p>The following items have been excluded from our estimate:</p> <ul style="list-style-type: none">- Project Soft Costs- Temporary Housing, Surge Space, or other Temp. Facilities- Washington State Sales Tax- AV Equipment
Items Affecting Cost Estimate	<p>Items which may change the estimated construction cost include, but are not limited to:</p> <ul style="list-style-type: none">- Modifications to the scope of work included in this estimate.- Unforeseen sub-surface conditions.- Restrictive technical specifications or excessive contract conditions.- Any specified item of material or product that cannot be obtained from 3 sources.- Any other non-competitive bid situations.- Bids delayed beyond the projected schedule.

APPENDIX 1 - APPROACH & METHODOLOGY

Statement of Probable Cost

Cumming has no control over the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. This estimate is made on the basis of the experience, qualifications, and best judgement of a professional consultant familiar with the construction industry. Cumming, however, cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.

Cumming's staff of professional cost consultants has prepared this estimate in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.

Pricing reflects probable construction costs obtainable in the project locality on the target dates specified and is a determination of fair market value for the construction of this project. The estimate is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all sub and general contractors with a range of 3 - 4 bidders for all items of work. Experience and research indicates that a fewer number of bidders may result in higher bids. Conversely, an increased number of bidders may result in more competitive bid day responses.

COVID-19 Disclosure

The outbreak of the novel Coronavirus (COVID-19), declared by the World Health Organization as a "Global Pandemic" on 11 March 2020, has impacted global financial markets.

Market activity is being impacted in many sectors and circumstances remain very fluid and variable in different jurisdictions. Accordingly, as of this date, we are concerned with the market related impacts on the deliverables we are furnishing to you as part of our Services including cost estimates, budgets, and schedules ("Deliverable(s)"). Indeed, the current response to this pandemic means that we are faced with an unprecedented set of circumstances on which to base a judgement of the effects on the availability of labor, materials, and access and other impacts, although we are monitoring those on a continuing basis. Particularly including productivity impacts as a result of the CDC directives regarding social distancing.

Our Deliverables must be regarded with a degree of 'material uncertainty, – and a higher degree of caution – than would normally be the case. Given the unknown future impact that the COVID-19 pandemic might have on the construction and real estate markets, we recommend that you keep the Deliverables of this project under frequent review. For your information, we have not added or considered a COVID19 additional contingency within this Deliverable"

APPENDIX 1 - APPROACH & METHODOLOGY

Recommendations

Cumming recommends that the Owner and the Architect carefully review this entire document to ensure it reflects their design intent. Requests for modifications of any apparent errors or omissions to this document must be made to Cumming within ten days of receipt of this estimate. Otherwise, it will be assumed that its contents have been reviewed and accepted. If the project is over budget or there are unresolved budget issues, alternate systems / schemes should be evaluated before proceeding into further design phases.

It is recommended that there are preparations of further cost estimates throughout design by Cumming to determine overall cost changes since the preparation of this preliminary estimate. These future estimates will have detailed breakdowns indicating materials by type, kind, and size, priced by their respective units of measure.



Island County, Washington Sheriff's Office Jail Population Analysis and Projections

FY2025-FY2035

March 2025

This document contains the report of findings and/or best opinion of the authors at the time of issue.

This Document is prepared by CGL Companies

Distribution limited to Island County Sheriff's Office

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Executive Summary

The Island County Sheriff's Office (ICSO) has experienced significant changes in its population trends over the last decade:

1. From 2019-2020, the Island County Jail average daily population (ADP) decreased by 40.6%.
2. Post-COVID, the Island County Jail ADP rebounded increasing by 39.5% from 2020 to 2023.
3. In 2024, both admissions and ADP were lower than levels observed in 2023.
4. The average length of stay for released inmates increased from 15.9 days in 2023 to 28.3 days in 2024.
5. The baseline forecast projects an average annual growth rate of 4.0% from 2025-2040.
6. The baseline forecast projects the Island County ADP to increase to 49 by the end of 2025 and 89 by 2040. When accounting for peaking factors, the forecast rises to 99, and with the inclusion of additional Oak Harbor beds, the projected ADP increases to 122—approximately 36% higher than the baseline.

Introduction

This section provides analysis of the Island County, Washington criminal justice trends. The analysis here is based on both aggregate and individual level data provided by the Island County Sheriff's Office (ICSO). Collectively, these data are used to construct a simulation model of the ICSO jail population. From this model, a multi-year forecast of the ICSO jail population was produced.

OVERVIEW AND METHODOLOGY

The simulation model CGL used to forecast the ICSO jail population was built using the Wizard projection software. This computerized simulation model mimics the flow of detainees through the jail system over a ten-year forecast horizon and produces monthly projections.

Because Wizard attempts to mirror Island County's criminal justice system, it must include a wide array of data that have both a direct and indirect impact on ICSO jailed population growth. A variety of factors underpin a correctional system's long-term projection. These factors can be separated into two major categories – external and internal.

External factors reflect the interplay of demographic, socio-economic and crime trends that produce arrests, and offenders' initial entry into the criminal justice process.

Internal factors reflect the various decision points within the criminal justice system that cumulatively determine jail intakes and length of stay (LOS). These decisions begin with police and end with County officials who, within the context of the court-imposed sentences, have the authority to release, recommit, give and restore a wide array of good time credits, and offer programs that may reduce re-arrest and re-conviction.

The data CGL collected from Island County was geared towards these two factors. The purpose of collecting aggregate data was to examine Island County's demographic, crime, arrest, jail bookings and population trends over time. CGL also received extract data files from ICSO. One file was a snapshot of the ICSO population on February 27, 2025. The other file consisted of all ICSO releases from January 2023 to February 27, 2025.

The snapshot of the jail population data allowed CGL to quantitatively understand the attributes of the population that must be housed and managed daily. The snapshot files were also used to profile the ICSO population in terms of their socio-demographic attributes, number and type of charges, and bail amounts.

The release data were used to track detainees from booking to release to determine the number of persons that entered the Island County Jail, the length of time that they remained, and the timing and mode by which they were released.

The most basic explanation of how the simulation model of the ICSO works is as follows. The size of a jailed population is the product of the admissions and the detainee's LOS. This can be simply stated in the following equation:

$$\frac{DOC \text{ Intakes} \times LOS}{365.25} = ADP(Average \text{ Daily Population})$$

Minor changes in either or both the LOS or number of intakes can have an enormous impact on the average daily population (ADP). For example, if the number of intakes remained constant, but the LOS was reduced, the ADP would also drop and if the LOS was increased, the ADP would increase. Similarly, if the LOS remained constant, but the intakes decreased, the ADP would also shrink and if the intakes were increased, the ADP would grow.

This example illustrates how sensitive the jail system is to law enforcement, court processing time and sentencing practices. Of course, if the number of intakes increased or decreased with no change in LOS, the population would also increase or decrease, respectively.

From this baseline methodology, the Wizard simulation model adds complexity and increases the accuracy of forecasting a jailed population by disaggregating the population into key groups with similar paths through the justice system. The Wizard Simulation model is an example of a stochastic entity in the sense that the model is conceptually designed around the movement of individual cases (detainees) into, through, and out of a jail setting. The model also makes use of the Monte Carlo simulation techniques by adding an element of randomness to the simulation model. Random numbers are generated and used by the simulation process to determine the offender group composition and lengths of stay associated with a system. Individual cases are processed by the model through a series of probability distribution arrays, or matrices, that provide computations for specific cases. When loaded with accurate data, the model mimics the flow of detainees through an ICSO system and produces a monthly forecast accurate to within 2 percent.

The next section details the internal and external factors driving the Island County jail population as gleaned from the data and subsequently inputted into the simulation model.

Key Trends in Island County

ISLAND COUNTY POPULATION GROWTH

Criminologists have long noted that certain segments of the population have higher rates or chances of becoming involved in crime, being arrested and being incarcerated. This is known as the “at-risk” population, which generally consists of younger males. Higher crime rates are often observed for males aged 15-25, while the higher incarceration rates are observed for males aged 18 and 44. When the at-risk population is expected to increase in a jurisdiction, one can also expect some additional pressure on criminal justice resources, all things being equal.

Figure 1 below provides data on the total resident population and at-risk estimates for the Island County area from 2013 to 2023. Over this time frame, the total resident population has increased by an annual average of 1.0%. The at-risk population, here designated as males ages 15-44, has increased at an annual average of 1.4%. From 2019 to 2020, the total resident population increased by 2.4%; the at-risk population dramatically outpaced this growth with an increase of 17.2%. However, from 2021

to 2023, the total resident population increased by 1.5% while the at-risk population only increased by 0.7%. Up-to-date projections of these populations are not currently available. Trend analysis is thus based on historical estimates.

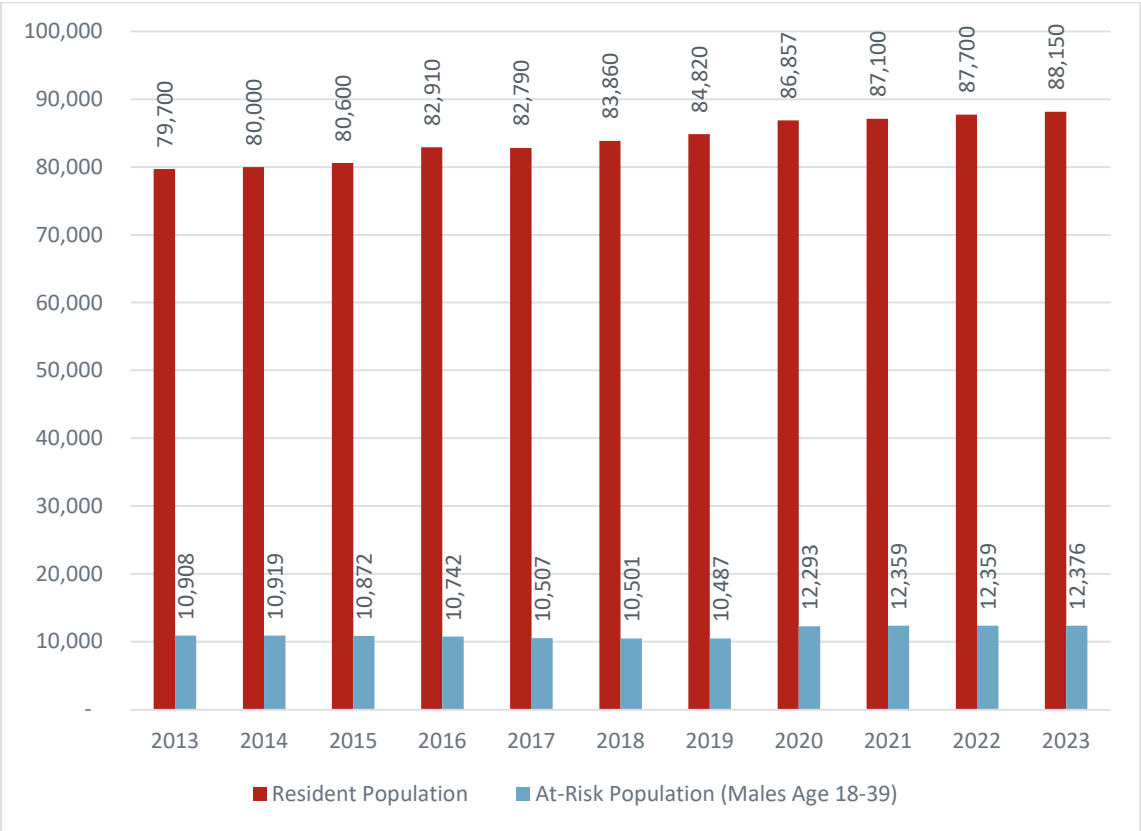
HISTORICAL AND REPORTED CRIMES AND ARRESTS

Historical reported crime and arrest data, as reported in Tables 1 - 3, refer to offenses reported by Island County law enforcement agencies to the Federal Bureau of Investigation's (FBI) Uniform Crime Reports (UCR) and National Incident-Based Reporting Systems (NIBRS). Although, historically, there has been no strong or consistent association between reported crime rates and jail intakes, observing these data can provide some anecdotal evidence that allows insight into county jail admission trends.

Between 2019 and 2023, total reported UCR crime in Island County increased by 29.2%. There was an average annual increase of 7.5%. Notably, property crime rates surged by 24.8% from 2019 to 2020, and by 20.3% from 2021 to 2022. Violent crime rates surged from 2020 to 2021 by 13.5% and 19.3% from 2021 to 2022.

In recent years, total adult arrests in Island County have been steadily increasing, with an average annual increase of 17.5%. The most significant increase occurred from 2022 to 2023, with a nearly 25% increase in arrests over a one-year period. Mirroring the rise in the crime rate from 2019 to 2023, the arrest rate also increased during that period, and the number of intakes ___ during the same period. Arrests increased by 89%, and intakes to the correctional system ___ by ___. Considering the overall crime rate, arrest numbers, and intakes into the ICSO, the pressure on correctional bedspace remains relatively stable at present.

Figure 1. Island County Resident and At-Risk Population



Source: Washington State Office of Financial Management

PUTTING POPULATION AND CRIME STATISTICS TOGETHER

When comparing Island County’s crime rates to national averages, Island County’s violent crime rate is significantly higher than the national average. In 2023, Island County’s violent crime rate was approximately 719 per 100,000 residents, about 27.9% higher than in 2023 and well above the national average of 364 per 100,000. Conversely, Island County’s property crime rate of 1,410 incidents per 100,000 in 2023 is 35.9% lower than the national rate of 1,917 per 100,000.

In recent years, Island County has experienced a notable increase in arrests, while the resident at-risk population has remained relatively stable, except for a spike between 2019 and 2020. The long-term persistence of these trends and their potential impact on the future jail population remain uncertain.

Table 1. Historical Violent Crime

Year	Violent	Violent Crime Rate
2013	633	794.2
2014	566	707.5
2015	487	604.2
2016	559	674.2
2017	413	498.9
2018	551	657.0
2019	477	562.4
2020	485	558.4
2021	552	633.8
2022	663	756.0
2023	634	719.2
% Change (2013-2023)	0.2%	-9.4%
Average % Change (2013-2023)	1.5%	0.5%
% Change (2022-2023)	-4.4%	-4.9%

Source: Washington Association of Sheriffs and Police Chiefs

Table 2: Historical Property Crime

Year	Property	Property Crime Rate
2013	2,084	2,614.8
2014	1,778	2,222.5
2015	1,342	1,665.0
2016	1,378	1,662.0
2017	996	1,203.0
2018	1,060	1,264.0
2019	976	1,150.7
2020	1,247	1,435.7
2021	1,234	1,416.8
2022	1,495	1,704.7
2023	1,243	1,410.1
% Change (2013-2023)	-40.4%	-46.1%
Average % Change (2013-2023)	-3.5%	-4.5%
% Change (2022-2023)	-16.9%	-17.3%

Source: Washington Association of Sheriffs and Police Chiefs

Table 3: Historical Arrests

Year	Adult Arrests	Juvenile Arrests
2013	1,435	105
2014	1,076	87
2015	761	68
2016	940	68
2017	769	51
2018	946	29
2019	417	10
2020	490	5
2021	521	15
2022	632	29
2023	788	65
% Change (2013-2023)	-45.1%	-38.1%
Average % Change (2013-2023)	-1.2%	19.5%
% Change (2022-2023)	24.7%	124.1%

Source: Washington Association of Sheriffs and Police Chiefs

HISTORICAL ISLAND COUNTY POPULATION TRENDS

Table 4 and Figure 2 below present historical intakes to the Island County Jail between 2013 and 2023. Figure 3 details the ADP from 2018 to 2023.

Intakes to the Island County Jail increased substantially between 2013 and 2017, up 90.4% from 355 in 2013 to 676 in 2017. From 2023-2024, intakes remained static, down 1.1% from 523 in 2023 to 517 in 2024.

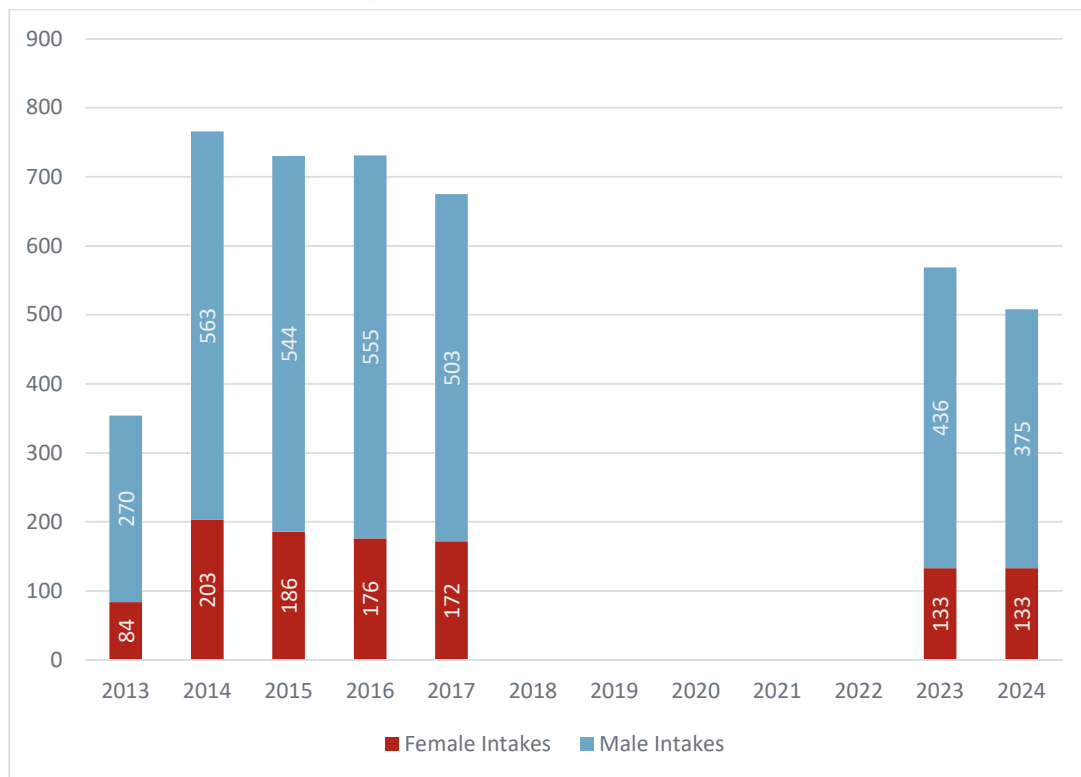
The total ADP for the Island County Jail peaked in 2019 at 64. Between 2019 and 2021, it fell by 43.8% to 36. Since 2021, the ADP had started to grow towards pre-COVID levels. However, between 2023 and 2024 it fell 11.3% from 53 to 47.

Table 4. Historical Island County Metro ICSO Intakes by Gender, 2013-2024

Year	Female	Male	Unknown	Total
2013	84	270	1	355
2014	203	563	1	767
2015	186	544	2	732
2016	176	555	1	732
2017	172	503	1	676
2018				
2019				
2020				
2021				
2022				
2023	133	436	0	569
2024	133	375	0	508

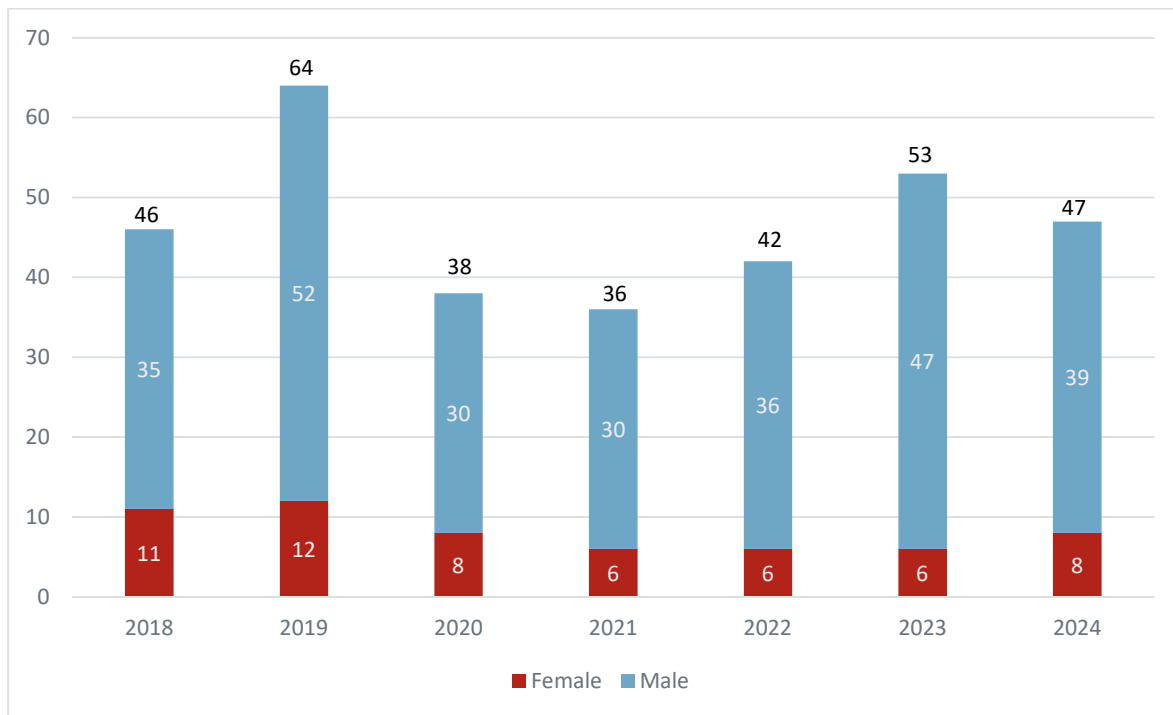
Source: Island County Sheriff's Office

Figure 2. Island County Sheriff's Office Historical Intakes, 2013-2023



Source: Island County Sheriff's Office

Figure 3. Island County Historical ADP, 2018-2023



Source: Island County Sheriff's Office

Analysis of Island County Population Snapshot

Tables 5 through 10 display data on people housed in the ICSO jail on February 27, 2025. As mentioned previously, these data assist CGL in understanding the attributes of the ICSO jail population that must be housed and managed daily. Table 5 provides a demographic profile and Table 6 describes the population by most serious offense. Tables 7 and 8 provide information on classification level while Tables 9 and 10 provide an overview of Mental Health Evaluation outcomes.

SUMMARY OF ATTRIBUTES OF ISLAND COUNTY JAIL DETAINEES, FEBRUARY 27, 2025

1. The Island County Jail population consisted of 46 inmates with an average LOS to date of 85.9 days.
2. Most of the Island County Jail population was male (78.3%). Males had a significantly longer average length of stay to date than females (98.6 days for males versus 31.0 days for females).
3. The majority of the Island County Jail population was White (82.6%).

4. Fifty percent (50%) of the Island County Jail population had bond amounts set from \$0-\$10,000 with an average LOS of 34.9 days. The other 50% had bond amounts greater than \$10,000 with an average LOS of 127.9 days.
5. The average age of detainees in the Island County Jail was 39 years. Most detainees were ages 25 through 44.

SUMMARY OF ATTRIBUTES OF ISLAND COUNTY JAIL DETAINEES BY MOST SERIOUS OFFENSE, FEBRUARY 27, 2025

1. Persons held/sentenced for a felony charge accounted for most detainees (51.4%) and had an average LOS to date of 95.4 days.
2. Violent felony charges made up the majority of felony charges (77.8%).
3. Persons held/sentenced for murder/manslaughter had the highest average LOS to date at 302.5 days.
4. Persons held/sentenced for a misdemeanor charge accounted for most detainees (42.9%) and had an average LOS to date of 65.7 days.

SUMMARY OF ATTRIBUTES OF ISLAND COUNTY JAIL DETAINEES BY CLASSIFICATION LEVEL, FEBRUARY 27, 2025

All individuals booked into the Island County Jail were evaluated using an objective classification tool and placed into one of three classification levels: minimum, medium, or maximum. The classification tool consists of 6 structured questions with override options for violent offenders. The scored questions use information about offense severity, conviction history, escape history, prior institutional behavior, age, and other relevant factors to determine classification level. The last four unscored sections flag special housing factors and important discretionary factors that may be used to increase or decrease the final classification level (see Appendix A for the full evaluation). Several key findings have emerged from the data:

1. Nearly half of the Island County Jail inmates were assigned to the minimum classification level (46.5%).
2. The average LOS to date was 48.5 days at the minimum classification level and 82.8 days at the medium classification level.
3. Inmates assigned to the maximum classification level had the highest average LOS to date at 186.1 days.

4. Nearly 33% of inmates were admitted for violent felony offenses. 39.5% were admitted for nonviolent felony offenses and 27.9% were admitted for misdemeanor or traffic offenses.
5. The majority of inmates (65.1%) had either no previous convictions history or only misdemeanor and traffic offenses.
6. The most commonly flagged discretionary factors were domestic violence convictions or conviction history, previous prison time, and the presence of a warrant or detainer.
7. The most commonly flagged special housing factors were medical problems, psychological impairments, and suicide risks.

Although the classification system is designed to guide housing assignments and ideally security-based privileges, limited physical space within the jail prevents staff from utilizing the classification system to its full potential and this operational constraint limits the system's effectiveness. As Island County considers future facility planning, revalidating the classification system and scored instrument will be important if housing decisions can be more consistently based on classification level in a new or reconfigured space.

SUMMARY OF ATTRIBUTES OF ISLAND COUNTY JAIL DETAINEES BY MENTAL HEALTH EVALUATION, FEBRUARY 27, 2025

All individuals booked into the Island County Jail receive a Health Evaluation designed to identify immediate needs and alert staff to any behavioral health concerns that could impact safety or custody decisions. The screening tool consists of 48 structured questions, with 12 being scored, gathering information on current medications, mental health diagnoses, history of substance use, prior hospitalizations, and other relevant factors (see Appendix B for the full evaluation). The process is built to flag risk early and support informed decision-making within the facility. Several key findings have emerged from the data:

1. Forty-three percent (43%) of the population reported being homeless
2. Over one-third of the population (36%) reported having a history of traumatic brain injury or other head injuries
3. Forty-three percent (43%) have a history of dental problems, many which reported needed immediate attention
4. Thirty-four percent (34%) of the population are currently on medication for emotional or mental health problems
5. Half of the population scored high enough to require urgent referrals for treatment

These evaluations offer important insight into the needs of the jail population—information that will be essential as Island County considers plans for the future and a potential new facility.

The average length of stay to date was not significantly impacted with greater urgency in mental health referral needs, with inmates with no referral needs averaging a LOS to date of 85.8 days and inmates with urgent referral needs averaging a LOS of 89.5 days.

Table 5: Island County Jail Detainees by Attribute

Attribute	February 27, 2025		
	Number	Percent of Total	Average Length of Stay (days)
Total	46	100.0%	85.9
Gender			
Male	36	78.3%	98.6
Female	10	21.7%	31.0
Race			
Asian or Pacific Islander	2	4.3%	83.0
Black	5	10.9%	17.7
Indian or Alaskan Native	0	0.0%	
White	38	82.6%	89.6
Hispanic	0	0.0%	
Unknown	1	2.2%	93
Bond			
Zero	11	23.9%	43.7
\$1- \$10,000	12	26.1%	26.7
\$10,001-\$50,000	13	28.3%	92.9
\$50,001-100,000	4	8.7%	102.5
\$100,001+	6	13.0%	237.0
Age Group			
Under 18	0	0.0%	
18 - 24	5	10.9%	62.7
25 - 34	16	34.8%	92.6
35 - 44	10	21.7%	77.6
45 and older	15	32.6%	82.4
Unknown	0	0.0%	--

Source: Island County Sheriff's Office

Table 6: Island County Jail Detainees by Most Serious Offense Type

Attribute	February 27, 2025		
	Number	Percent of Total	Average Length of Stay (days)
Total	35¹	100.0%	83.1
Felony			
Violent	14	40.0%	111.9
Nonviolent	3	8.6%	51.7
Other	1	2.9%	4.0
Misdemeanor			
Violent	2	5.7%	139.5
Nonviolent	7	20.0%	72.4
Other	6	17.1%	33.3
Error			
Violent	1	2.9%	105.0
Nonviolent	0	0.0%	
Other	1	2.9%	93.0
Felony			
Murder/Manslaughter	2	5.7%	302.5
Assault	8	22.9%	85.1
Sex	2	5.7%	114.5
Robbery	1	2.9%	7.0
Violent	1	2.9%	44.0
Theft/Burg/Fraud	1	2.9%	5.0
Property	1	2.9%	30.0
Nonviolent	1	2.9%	120.0
FTA	1	2.9%	4.0
Misdemeanor			
Assault	2	5.7%	129.5
Drugs Poss	2	5.7%	73.0
DUI	3	8.6%	41.7
Prob/Parole/Order Violation	6	17.1%	33.3
Nonviolent	2	5.7%	118.0
Error			
Violent	1	2.9%	105.0
Hold	1	2.9%	93.0

Source: Island County Sheriff's Office

¹ Charge data was incomplete for 11 of the 46 February 27th detainees

Table 7: Island County Jail Detainees Classification Level Assessment Scored Questions

Attributes	Weight	Total Frequency	Frequency %	MIN	MIN %	MED	MED %	MAX	MAX %
Total		43²	100.0%	20	46.5%	14	32.6%	9	20.9%
Severity of Current Offense									
Class A Felony	7	6	14.0%	0	0.0%	1	16.7%	5	83.3%
Class B Violent Felony	5	5	11.6%	1	20.0%	2	40.0%	2	40.0%
Class B Non-Violent Felony	2	10	23.3%	2	20.0%	5	50.0%	3	30.0%
Class C Violent Felony	2	3	7.0%	2	66.7%	1	33.3%	0	0.0%
Class C Non-Violent Felony	1	7	16.3%	3	42.9%	4	57.1%	0	0.0%
Gross Misdemeanor, Misdemeanor, Traffic, No History	0	12	27.9%	11	91.7%	1	8.3%	0	0.0%
Conviction History									
Class A Felony	7	2	4.7%	0	0.0%	0	0.0%	2	100.0%
Class B Violent Felony	5	1	2.3%	0	0.0%	1	100.0%	0	0.0%
Class B Non-Violent Felony	2	5	11.6%	0	0.0%	3	60.0%	2	40.0%
Class C Violent Felony	2	2	4.7%	0	0.0%	0	0.0%	2	100.0%
Class C Non-Violent Felony	1	5	11.6%	1	20.0%	4	80.0%	0	0.0%
Gross Misdemeanor, Misdemeanor, Traffic, No History	0	28	65.1%	20	71.4%	5	17.9%	3	10.7%
Escape History									
No escapes or attempts	0	43	100.0%	20	46.5%	14	32.6%	9	20.9%
Prior Inmate Institutional Behavior									
1 or more Major/Serious Incidents	3	2	4.7%	0	0.0%	0	0.0%	2	100.0%
4 or more Minor/General Incidents	1	1	2.3%	0	0.0%	0	0.0%	1	100.0%
None or Minor Incidents (with no segregation time)	0	40	93.0%	20	50.0%	14	35.0%	6	15.0%
Prior Felony Convictions									
2 or more violent	4	1	2.3%	0	0.0%	0	0.0%	1	100.0%
1 violent	3	1	2.3%	0	0.0%	0	0.0%	1	100.0%

² Classification level data was incomplete for 3 of the 46 February 27th detainees



1 or more non-violent	2	14	32.6%	0	0.0%	11	78.6%	3	21.4%
None	0	27	62.8%	20	74.1%	3	11.1%	4	14.8%
Current Age									
24 or less	2	2	4.7%	1	50.0%	1	50.0%	0	0.0%
25-39	0	24	55.8%	6	25.0%	9	37.5%	9	37.5%
40 or more	-1	17	39.5%	13	76.5%	4	23.5%	0	0.0%
Custody Level Override Factors									
Murder 1st Degree	7	1	2.3%	0	0.0%	0	0.0%	1	100.0%
Murder 2nd Degree	7	2	4.7%	0	0.0%	0	0.0%	2	100.0%
Homicide by Abuse	7	0	0.0%	0		0		0	
Assault 1st Degree	7	0	0.0%	0		0		0	
Kidnapping 1st Degree	7	0	0.0%	0		0		0	
None of the above	0	40	93.0%	20	50.0%	14	35.0%	6	15.0%

Source: Island County Sheriff's Office

Table 8: Island County Jail Detainees by Classification Level

Classification	N	Percent	Average Length of Stay (days)
Total	46	100%	85.9
Minimum (-6 to 6 points)	20	43.5%	48.5
Medium (7 to 11 points)	13	28.2%	82.8
Maximum (12 to 65 points)	9	19.6%	186.1
No Classification Data	4	6.5%	58.0

Source: Island County Sheriff's Office

Table 9: Island County Jail Detainees Mental Health Evaluation Scored Questions

Question Number	Question	Point Value	Answer	N	Percent
				44 ³	100%
Q37	Have you seen a mental health counselor or had a mental health diagnosis?	1	Yes	28	64%
		0	No	16	36%
Q38	Are you currently taking any medication prescribed for you by a physician for any emotional or mental health problems?	7	Yes	15	34%
		0	No	29	66%
Q39	Have you spent time in a hospital for emotional or mental health problems?	7	Yes	15	34%
		0	No	29	66%
Q40	Have you ever made a plan to kill yourself or attempted suicide in the past?	7	Yes	8	18%
		0	No	36	82%
Q41	Are you currently thinking of killing yourself?	7	Yes	2	5%
		0	No	42	95%
Q42	Deputy: is there any behavioral or other evidence that the individual is unable to cope emotionally or mentally or is a suicide risk?	7	Yes	4	9%
		0	No	40	91%
Q43	Do you currently believe that someone can control your mind by putting thoughts into your head or taking thoughts out of your head?	1	Yes	7	16%
		0	No	37	84%
Q44	Do you currently feel that other people know your thoughts and can read your mind?	1	Yes	3	7%
		0	No	41	93%
Q45	Have you currently lost or gained as much as two pounds per week for several weeks without even trying?	1	Yes	8	18%
		0	No	36	82%
Q46	Have you or your family or friends noticed that you are currently much more active than you usually are?	1	Yes	8	18%
		0	No	36	82%
Q47	Do you currently feel like you have to talk or move more slowly than you usually do?	1	Yes	5	11%
		0	No	39	89%
Q48	Have there currently been a few weeks when you felt like you were useless or sinful?	1	Yes	12	27%
		0	No	32	73%

Source: Island County Sheriff's Office

³ Mental health evaluation data was incomplete for 2 of the 46 February 27th detainees

Table 10: Island County Jail Detainees by Mental Health Referral Needs

Referral Type	N	Percent	Average Length of Stay (days)
	46	100%	85.9
No Referrals (0 points)	10	22%	85.8
Routine Referral (1-6 points)	11	24%	85.7
Urgent Referral (7+ points)	23	50%	89.5
No Mental Health Evaluation	2	4%	46.5

Source: Island County Sheriff's Office

Analysis of Island County Releases

Tables 11 through 14 detail findings concerning persons released from the ICSO in 2023 and 2024. As discussed previously, release data assists CGL in determining the number of people entering the jail, the length of time that they remain, and the timing and mode by which they are released.

GENERAL ATTRIBUTES OF ISLAND COUNTY JAIL RELEASES, 2023-2024

1. The majority of releases in 2023 were male (75.7%) with an average LOS of 17.3 days. Female releases averaged a shorter LOS at 11.2 days.
2. In 2023, white persons comprised 80.5% of releases. White persons averaged a LOS of 15.4 days, while Black persons averaged 12.8 days and Asian or Pacific Islander persons averaged 21.9 days.
3. In 2023, the majority of releases (57.2%) were aged 25-44.
4. In 2023, releases aged 18-24 had the longest LOS at 23.9 days.
5. The majority of releases in 2024 were male (74.3%) with an average LOS of 34.7 days. Female releases averaged a shorter LOS at 10.1 days.
6. In 2024, white persons comprised 84.7% of releases. White persons averaged a LOS of 24.3 days and Black persons averaged 54.4 days
7. In 2024, the majority of releases (55.5%) were aged 25-44.
8. In 2024, releases aged 35-44 had the longest LOS at 35.5 days.

GENERAL ATTRIBUTES OF ISLAND COUNTY JAIL RELEASES BY MOST SERIOUS OFFENSE, 2023-2024

1. In 2023, Felony releases accounted for 29.4% of all releases while misdemeanors accounted for just under 52%.
2. In 2023, releases with the most serious charge at the misdemeanor level had an average LOS of 10.1 days and releases with the most serious charge at the felony level had an average LOS of 33.7 days.
3. In 2023, there was no difference between the average LOS for violent and nonviolent felony releases.
4. In 2023, The ALOS for violent misdemeanor releases (7.7 days) was shorter than the average LOS for nonviolent misdemeanor releases (10.1 days).
5. In 2024, Violent felony releases had the longest average LOS (79.6 days).
6. In 2024, felony releases accounted for 25.5% of all releases while misdemeanors accounted for just over 66%.
7. In 2024, releases with the most serious charge at the misdemeanor level had an average LOS of 17.6 days and releases with the most serious charge at the felony level had an ALOS of 61.7 days.
8. In 2024, violent misdemeanor releases (26.28 days) had an average LOS nearly double that of nonviolent misdemeanor releases (13.44 days).

ISLAND COUNTY JAIL RELEASES BY REASON AND LENGTH OF STAY, 2023-2024

1. In 2023, the general release mechanism⁴ accounted for 77.8% of releases, with inmates averaging a LOS of 14.5 days.
2. In 2023, the highest average LOS was for inmates released as Closed or Return on own Recognizance at 23.6 and 19.8 days.
3. In 2023, the 523 release events from the Island County Jail were generated by 433 persons of which 357 (82.4%) were released once and 76 (17.6%) were released multiple times.
4. In 2023, nearly half (45.9%) of releases occurred within 24 hours of booking.
5. In 2024, the general release mechanism accounted for 83.8% of releases in 2024, with inmates averaging a LOS of 23.7 days.

⁴ Labeled as "Release" in the ICSO system with no additional detailed information

6. In 2024, the highest average LOS was for inmates released as Closed or Return on own Recognizance at 52.1 and 69.5 days.
7. In 2024, the 517 release events from the Island County Jail were generated by 430 persons of which 361 (84.0%) were released once and 69 (16.0%) were released multiple times.
8. In 2024, nearly 45% of releases (44.7%) occurred within 24 hours of booking.

COMPARISON OF THE RELEASE COHORTS

1. The number of releases were similar from 2023 to 2024, however the average length of stay increased by 78.0% from 15.9 to 28.3 days.
2. The gender distribution did not change significantly between 2023 and 2024. While the average LOS more than doubled for males (17.3 versus 34.7 days), the female average LOS decreased from 11.2 days to 10.1 days.
3. The race distribution did not change significantly between 2023 and 2024. In 2023, the average LOS for White persons (15.4 days) was longer than the average stay for Black persons (12.8 days). While in 2024, the average LOS for White persons (24.3 days) was significantly shorter than the average stay for Black persons (54.4 days).
4. In 2023, releases aged 18-24 years had the longest average LOS (23.9 days). In 2024, releases aged 35-44 years had the longest average LOS (35.5 days).
5. In 2023, releases with the most serious charge at the misdemeanor level made up 51.8% of releases versus 66.2% in 2024. Releases with the most serious charge at the felony level decreased slightly from 29.4% in 2023 to 25.5% in 2024.
6. In both years, releases with the most serious charge at the felony level had the highest average LOS. The difference between average LOS for releases with the most serious charge at the violent felony level and the nonviolent felony level was negligible in 2023. In 2024, violent felony charge releases and violent misdemeanor charge releases had significantly longer average LOS than their nonviolent counterparts.
7. In both years, the general release mechanism made up over 75% of releases for both years. Release mechanism groups "Closed" and "Return" on own Recognizance had significantly longer LOS than the overall cohort average.
8. The proportion of releases exiting the Island County Jail within 24 hours did not change significantly between 2023 and 2024.

Table 11. Releases by Attribute, 2023-2024

Attribute	2023			2024		
	Number	Percent of Total	Average Length of Stay (days)	Number	Percent of Total	Average Length of Stay (days)
Total	523	100.0%	15.9	517	100.0%	28.3
Gender						
Male	396	75.7%	17.3	384	74.3%	34.7
Female	127	24.3%	11.2	133	25.7%	10.1
Race						
Asian or Pacific Islander	29	5.5%	21.9	15	2.9%	62.9
Black	45	8.6%	12.8	44	8.5%	54.4
Indian or Alaskan Native	5	1.0%	30.2	3	0.6%	43.7
White	421	80.5%	15.4	438	84.7%	24.3
Unknown	23	4.4%	20.43	17	3.3%	33.0
Age Group						
Under 18	0	0.0%		0	0.0%	
18 - 24	60	151.0%	23.85	58	11.2%	32.9
25 - 34	147	28.1%	16.63	126	24.4%	30.5
35 - 44	152	29.1%	13.18	161	31.1%	35.5
45-54	84	16.1%	17.39	97	18.8%	20.6
55+	80	15.3%	11.96	75	14.5%	15.8

Source: Island County Sheriff's Office

Table 12. Releases by Most Serious Charge Type, 2023-2024

Attribute	2023			2024		
	Number	Percent of Total	Average Length of Stay (days)	Number	Percent of Total	Average Length of Stay (days)
Total	523	100.0%	15.9	517	100.0%	28.3
Felony	154	29.4%	33.7	132	25.5%	61.7
Violent	56	10.7%	33.4	56	10.8%	79.6
Nonviolent	86	16.4%	33.8	64	12.4%	51.3
Other	12	2.3%	33.9	12	2.3%	33.9
Misdemeanor	271	51.8%	10.1	342	66.2%	17.6
Violent	73	14.0%	7.7	89	17.2%	26.3
Nonviolent	161	30.8%	10.5	192	37.1%	13.4
Other	37	7.1%	13.4	61	11.8%	18.2
Error	86	16.4%	1.3	36	7.0%	2.0
Violent	5	1.0%	6.8	7	1.4%	2.3
Nonviolent	1	0.2%	3.0	0	0.0%	
Other	80	15.3%	1.0	29	5.6%	2.0
No Offense Listed	12	2.3%	21.3	7	1.4%	57.9
Felony						
Murder/Manslaughter	1	0.2%	256.0	1	0.2%	302.5
Assault	42	8.0%	28.6	35	6.8%	85.1
Sex	8	1.5%	39.6	6	1.2%	114.5
Robbery	2	0.4%	0.5	2	0.4%	7.0
Violent	3	0.6%	31.0	9	1.7%	44.0
Drugs Sell	0	0.0%		1	0.2%	51.0
Drugs Poss	1	0.2%	12.0	4	0.8%	109.0
Theft/Burg/Fraud	42	8.0%	42.9	22	4.3%	69.6
Weapons	5	1.0%	19.0	1	0.2%	0.0
Property	9	1.7%	5.8	7	1.4%	9.4
DUI	4	0.8%	29.0	1	0.2%	18.0
Prob/Parole/Order Violation	9	1.7%	24.4	7	1.4%	60.2
Nonviolent	16	3.1%	38.3	21	4.1%	36.0
Hold	1	0.2%	0.0	3	0.6%	17.3
FTA	11	2.1%	36.7	9	1.7%	39.4
Misdemeanor						
Assault	73	14.0%	7.7	83	16.1%	25.9
Sex	0	0.0%		1	0.2%	9.0

Violent	0	0.0%		5	1.0%	36.0
Drugs Poss	0	0.0%		5	1.0%	3.2
Theft/Burg/Fraud	15	2.9%	12.9	11	2.1%	11.8
Weapons	6	1.1%	40.3	5	1.0%	35.0
Property	18	3.4%	5.2	27	5.2%	16.7
DUI	59	11.3%	9.0	87	16.8%	12.2
Prob/Parole/Order Violation	33	6.3%	10.5	32	6.2%	15.9
Nonviolent	30	5.7%	9.4	25	4.8%	9.4
Hold	3	0.6%	1.0	3	0.6%	1.0
Traffic	5	1.0%	48.0	16	3.1%	7.6
FTA	29	5.5%	8.7	42	8.1%	23.5
Error/No Offense Listed						
Violent	5	1.0%	6.8	7	1.4%	2.3
Nonviolent	1	0.2%	3.0	0	0.0%	
Hold	80	15.3%	1.0	29	5.6%	2.0
No Offense Listed	12	2.3%	21.3	7	1.4%	57.9

Source: Island County Sheriff's Office

Table 13. Releases by Release Reason, 2023-2024

Attribute	2023			2024		
	Number	Percent of Total	Average Length of Stay (days)	Number	Percent of Total	Average Length of Stay (days)
Total	523	100.0%	15.9	517	100.0%	28.3
Release Mechanism						
Release	407	77.8%	14.5	433	83.8%	23.7
Closed	57	10.9%	23.6	28	5.4%	53.1
Return on own Recognizance	38	7.3%	19.8	40	7.7%	69.5
Other	21	4.0%	13.6	16	3.1%	8.5

Source: Island County Sheriff's Office

Table 14. Releases by Length of Stay, 2023-2024

Length of Stay		2023		2024	
Attribute		Number	Percent of Total	Number	Percent of Total
Total Number of Persons Released		433	100.0%	430	100.0%
Persons with one release		357	82.4%	361	84.0%
Persons with two releases		66	15.2%	56	13.0%
Persons with three releases		7	1.6%	10	2.3%
Persons with four releases		1	0.2%	1	0.2%
Persons with five or more releases		2	0.5%	2	0.5%
Total Island County Jail Releases		523	100.0%	517	100.0%
Number releases within 24 hours		240	45.9%	231	44.7%
Number released between 1 and 3 days		103	19.7%	84	16.2%
Number released between 3 and 10 days		40	7.6%	51	9.9%
Number released between 10 and 30 days		63	12.0%	45	8.7%
Number released between 30 and 90 days		54	10.3%	56	10.8%
Number released over 90 days		23	4.4%	50	9.7%

Source: Island County Sheriff's Office

Island County Population Projections

This section presents three Island County Jail forecasts and the key assumptions that have a significant impact on all the projections' results.

Tables 16-18 presents the forecasts generated using the Wizard Simulation software. The forecasts are also presented in Figure 3. Table 16 presents the baseline forecast. The "baseline" projection reflects current demographic, crime, arrest, and criminal court processing trends and policies.

The Table 17 forecast is the baseline forecast plus a peaking factor of around 12% for both males and females. The inclusion of the peaking factor shows what the highest sustained Island County Jail population will be for that year. Typically, a peaking factor is established from three years' worth of historical daily population data but this was not available from the Island County data system. In that absence, an industry standard of 12% was used for these estimates.

The Table 18 forecast is the baseline forecast with peaking plus the addition of Oak Harbor beds, resulting in a forecast roughly 36% higher than the base forecast. An additional estimate is presented assuming the absorption of need jail bed space for nearby Oak Harbor. Data provided by the Oak Harbor Police Department indicated that between 4 and 8 beds have been historically needed. Adjusting for similar projected growth as Island County generates a needed ADP of approximately 12 beds by the end of 2025.

Table 15. Historical Oak Harbor Bed Needs

Time Period	Annual Daily Population	Housing Type	Housing Location
2020-2024	4	Contracted	SCORE
2019-2020	8	Contracted	Yakima Jail
2018	7	Oak Harbor Jail	Oak Harbor Jail
2015-2017	4	Oak Harbor Jail	Oak Harbor Jail
2004-2008	8	Oak Harbor Jail	Oak Harbor Jail

Source: Oak Harbor Police Department

Base Model Assumptions:

1. Demographic growth in greater metropolitan areas in total and at-risk populations will mimic the averages observed from 2020-2023.
2. Booking profiles and release methods will remain at proportions observed in 2024.
3. The table below shows the assumption for intake and projected LOS.

Assumption	Base
Intakes	Increased intakes through 2035, creating an almost 13% increase over 2024 numbers.
LOS	Will remain at levels seen during CY 2024.

The base forecast projects the total Island County Jail ADP to increase slightly from 2024 by about 6.4% to an average ADP of 50 by the end of 2025. From there, growth continues with an average annual growth rate of 4.0% per year through 2040. The Island County Jail ADP is projected to reach 89 in 2040.

The base forecast with peaking factors is calculated to be about 12% higher than the base forecast. The base forecast with peaking factors projects the total Island County Jail ADP to increase to an average ADP of 55 by the end of 2025 and 99 by the end of 2040.



The base forecast with peaking factors and the addition of Oak Harbor beds to the average daily population is roughly 37% higher than the base forecast. The additional Oak Harbor beds account for about 20% of the total ADP forecast from 2025-2040. The base forecast with peaking factors and Oak Harbor projects the total Island County Jail ADP to increase to an average ADP of 68 by the end of 2025 and 122 by the end of 2040.

Table 16. Island County Projections – Base Forecast, 2018-2040

Year	Historical			Base Forecast		
	Male	Female	Total	Male	Female	Total
2018	35	11	46			
2019	52	12	64			
2020	30	8	38			
2021	30	6	36			
2022	36	6	42			
2023	47	6	53			
2024	39	8	47			
2025				44	6	50
2026				46	7	53
2027				48	7	55
2028				50	7	57
2029				53	7	60
2030				54	8	62
2031				56	8	64
2032				58	8	66
2033				60	8	68
2034				62	9	71
2035				64	9	73
2036				67	9	76
2037				71	10	81
2038				74	10	84
2039				76	10	86
2040				79	10	89
Total Numeric Change 2018-2024	4	-3	1			
Average Percent Change 2018-2024	6.6%	-2.7%	4.1%			
Total Numeric Change 2025-2040				35	4	40
Average Percent Change 2025-2040				4.0%	3.6%	3.9%

Source: CGL

Table 17. Island County Projections – Base Forecast with Peaking, 2025-2040

Year	Base With Peaking Forecast		
	Male	Female	Total
2025	49	6	55
2026	52	8	60
2027	54	8	62
2028	56	8	64
2029	59	8	67
2030	60	9	69
2031	63	9	72
2032	65	9	74
2033	67	9	76
2034	69	10	79
2035	71	10	81
2036	75	10	85
2037	80	11	91
2038	83	11	94
2039	85	11	96
2040	88	11	99
Total Numeric Change 2025-2040	39	5	44
Average Percent Change 2025-2040	4.0%	4.4%	4.0%

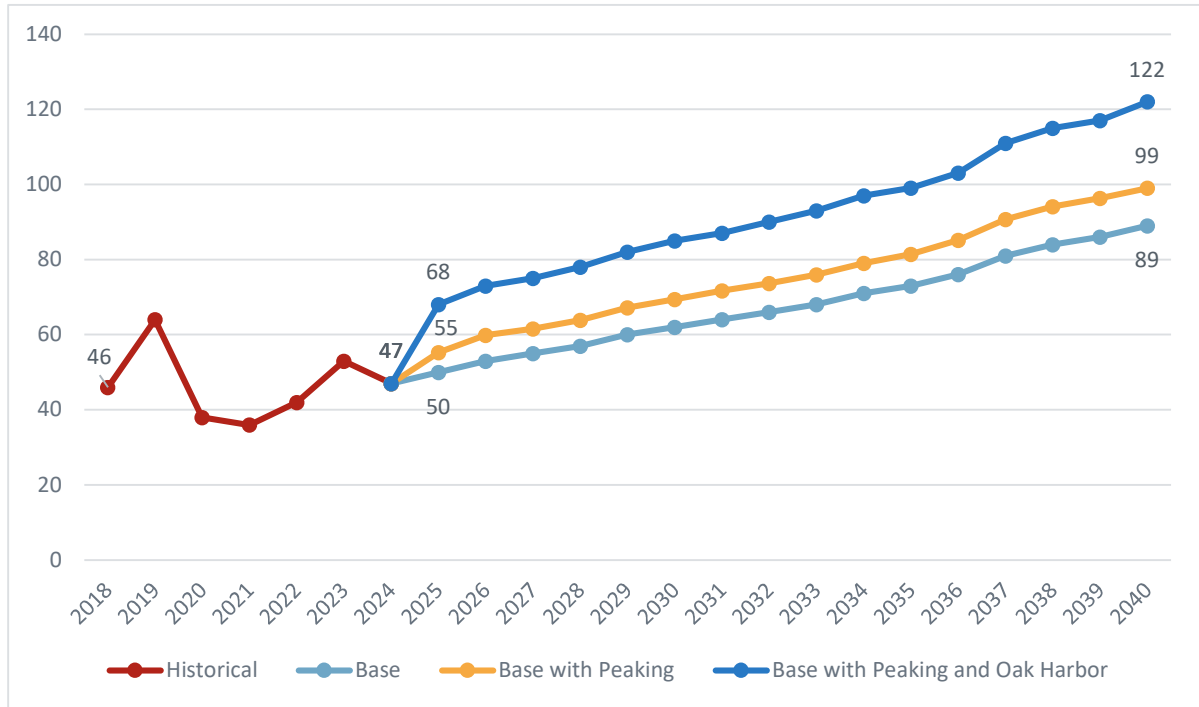
Source: CGL

Table 17. Island County Projections – Base Forecast with Peaking and Oak Harbor, 2025-2040

Year	Additional Beds for Oak Harbor	Base With Peaking and Oak Harbor Forecast		
		Male	Female	Total
2025	12	60	8	68
2026	13	63	10	73
2027	13	65	10	75
2028	14	68	10	78
2029	15	72	10	82
2030	15	74	11	85
2031	16	76	11	87
2032	16	79	11	90
2033	17	82	11	93
2034	17	85	12	97
2035	18	87	12	99
2036	18	91	12	103
2037	20	97	14	111
2038	20	101	14	115
2039	21	104	14	117
2040	22	108	14	122
Total Numeric Change 2025-2040	10	48	6	54
Average Percent Change 2025-2040	4.0%	4.0%	4.1%	4.0%

Source: CGL

Figure 4. Island County Projections – Base Forecast with Peaking and Oak Harbor, 2018-2040



LIST OF SOURCES

Figure 1

Population: Washington State Office of Financial Management.

Tables 1-3

Reported SRS Crimes: Washington Association of Sheriffs and Police Chiefs.

Reported NIBRS Crimes: Washington Association of Sheriffs and Police Chiefs.

Adult Arrests - SRS: Washington Association of Sheriffs and Police Chiefs.

Table 4, and Figures 2 and 3

Demographic Analysis of Persons Booked 2013-2017: Island County Sheriff's Office.

Average Daily Inmate Population by Demographic 2017-2024: Island County Sheriff's Office.

Island County Sheriff's Office extract releases files.

Tables 5 and 6

2.27.2025 Island County Jail population extract files: Island County Sheriff's Office.

Tables 7 and 8

Island County Sheriff's Office Risk Assessment.

Tables 9 and 10

Island County Sheriff's Office Medical and Mental Health Evaluation.

Tables 11-14

Island County Sheriff's Office extract releases files.

Tables 16-18, and Figure 4

Research, Analysis, and Forecasting: CGL.

Appendix A

Scored Attributes	Weight	Total Frequency
Total		43
Severity of Current Offense		
Class A Felony	7	6
Class B Violent Felony	5	5
Class B Non-Violent Felony	2	10
Class C Violent Felony	2	3
Class C Non-Violent Felony	1	7
Gross Misdemeanor, Misdemeanor, Traffic, No History	0	12
Conviction History		
Class A Felony	7	2
Class B Violent Felony	5	1
Class B Non-Violent Felony	2	5
Class C Violent Felony	2	2
Class C Non-Violent Felony	1	5
Gross Misdemeanor, Misdemeanor, Traffic, No History	0	28
Escape History		
No escapes or attempts	0	43
Prior Inmate Institutional Behavior		
1 or more Major/Serious Incidents	3	2
4 or more Minor/General Incidents	1	1
None or Minor Incidents (with no segregation time)	0	40
Prior Felony Convictions		
2 or more violent	4	1
1 violent	3	1
1 or more non-violent	2	14
None	0	27
Current Age		
24 or less	2	2
25-39	0	24
40 or more	-1	17
Custody Level Override Factors		
Murder 1st Degree	7	1
Murder 2nd Degree	7	2
Homicide by Abuse	7	0
Assault 1st Degree	7	0
Kidnapping 1st Degree	7	0

None of the above	0	40
-------------------	---	----

Unscored Attributes	Total Frequency	MIN	MED	MAX
Total	43*	20	14	9
Does the subject currently have a No Contact Order, Restraining Order, or pre-trial release conditioning prohibiting contact with another party?				
Yes	13	5	5	3
No	30	15	9	6
Alcohol/Drug Abuse				
Yes	19	6	7	6
No	24	14	7	3
Armed Forces				
Yes	3	1	0	2
No	40	19	14	7
Discretionary Factors Pt 1				
Current Charge or Previous Conviction for Sex Crime	5	1	2	2
Current Charge or Previous Conviction for DV	16	6	6	4
Known Management Problem	10	1	3	6
Nature of Offense More Severe Than Charge	1	0	0	1
Severe Felony Arrest History (Beyond 5 Years)	4	1	1	2
Previous Prison Time	11	1	4	6
Warrant or Detainer	12	5	4	3
Classification Approved by Administrator	1	0	0	1
DF #9	0	0	0	0
Discretionary Factors Pt 2				
Weapons Charge	4	0	2	2
Known Gang Affiliation	2	0	1	1
DF #3	0	0	0	0
Serious Violence Threat	4	0	2	2
Substance Abuse Threat	8	0	2	6
DF #6	0	0	0	0
Discretionary Factors - DECREASE				
DF #1	0	0	0	0
DF #2	0	0	0	0
Good Institutional Behavior	2	1	1	0
Short Time Remaining to Serve	1	0	1	0
Other - Explain in Comments	1	0	0	1
Special Housing Factors				

Medical Problems	3	1	0	2
Psychological Impairment	3	0	3	0
Suicide Risk	3	1	0	2
Co-Defendants Separate	2	0	1	1
SHF #5	0	0	0	0
Sexual Orientation	1	1	0	0
Physical Impairment	1	0	0	1
SHF #8	0	0	0	0

Appendix B

Question Number	Question	Point Value	Answer	N	Percent
				44	100%
Q1	Have you ever used any illegal or legal drugs? If so, what drug, how often, how much, and when did you last use?	--	Yes	33	75%
			No	11	25%
Q2	Do you use iv, inhale, or ingest the illegal or legal drugs?	--	All	1	2%
			Ingest	5	11%
			Inhale	8	18%
			IV and Smoking	2	5%
			No	1	2%
			Pain Pills	1	2%
			Smoke	12	27%
			No Answer	14	32%
Q3	Do you drink alcohol? If so, what kind, how much, how often, and when was your last drink?	--	Yes	18	41%
			No	26	59%
Q4	Are you currently intoxicated or under the influence?	--	Yes	7	16%
			No	37	84%
Q5	Do you smoke cigarettes? If so, how many ppd and for how long?	--	Yes	27	61%
			No	17	39%
Q6	Are you experiencing any symptoms that require medical care? What? How long?	--	Yes	11	25%
			No	33	75%
Q7	. History of traumatic brain injury or closed head injury? Please explain.	--	Yes	16	36%
			No	28	64%
Q8	Do you have a history of respiratory problems? Please explain.	--	Yes	11	25%
			No	33	75%
Q9	Do you have a history of any heart problems or high blood pressure? Please explain.	--	Yes	12	27%
			No	32	73%
Q10	History of diabetes? Insulin dependent? Please explain.	--	Yes	2	5%
			No	42	95%
Q11	History of seizures or epilepsy? Please explain.	--	Yes	3	7%
			No	41	93%
Q12	History of kidney or liver disease or hepatitis? Please explain.	--	Yes	3	7%
			No	41	93%
Q13	Do you have a history of stomach or urinary disorders? Please explain.	--	Yes	0	0%
			No	44	100%

Q14	History of hemophilia? Please explain	--	Yes	0	0%
			No	44	100%
Q15	History of ear, eye, nose or throat conditions? Please explain.	--	Yes	11	25%
			No	33	75%
Q16	History of any muscle or bone condition? Please explain.	--	Yes	7	16%
			No	37	84%
Q17	Hiv or aids positive? Please explain.	--	Yes	0	0%
			No	44	100%
Q18	History of dental problems? Please explain.	--	Yes	19	43%
			No	25	57%
Q19	History of infectious diseases (mrsa, staph, lice, ringworm, scabies, etc.)? Please explain.	--	Yes	7	16%
			No	37	84%
Q20	Recent communicable illness symptoms (chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats)? Please explain.	--	Yes	7	16%
			No	37	84%
Q21	Have you had any past surgeries? Please list type of surgery and approximate date.	--	Yes	20	45%
			No	24	55%
Q22	Are you currently pregnant? If yes, what is your due date, when was your last menstrual cycle?	--	Yes	0	0%
			No	44	100%
Q23	Have you been immunized? If yes, are they up to date?	--	Yes	37	84%
			No	7	16%
Q24	Are you on any medication? Please list medication and dosing. Do you have any medication with you?	--	Yes	21	48%
			No	23	52%
Q25	Have you been on any medication in the last 6 months which you are not currently taking? Please list and provide dosage.	--	Yes	5	11%
			No	39	89%
Q26	Do you have any medication, food, or environmental allergies? If yes, please identify said allergies.	--	Yes	9	20%
			No	35	80%
Q27	Do you have any food related allergies, medical diagnoses or religious practices that require you to be on a special diet? If yes, please provide specific diet restrictions and where medical records may be located, if any.	--	Yes	10	23%
			No	34	77%
Q28	Do you have a primary care provider? If so, who and when was the last time you saw them	--	Yes	15	34%
			No	29	66%

Q29	Are you currently on medicaid?	--	Yes	25	57%
			No	19	43%
Q30	Do you have any current medical or dental insurance? If yes, please list and provide an insurance card if you have it.	--	Yes	37	84%
			No	7	16%
Q31	Is there any additional information about your medical or dental history that you would like to let our medical staff know? Please explain.	--	Yes	6	14%
			No	38	86%
Q32	Deputy: do you observe signs of shaking, sweating, tremors, vomiting, overly anxious, hard time breathing or chest pain?	--	Yes	1	2%
			No	43	98%
Q33	Deputy: do you observe signs of bleeding, trauma, illness or a change in state of consciousness?	--	Yes	2	5%
			No	42	95%
Q34	Deputy: was force used during the apprehension or transport of the arrestee? If yes, list the type(s) and duration, if known.	--	Yes	3	7%
			No	41	93%
Q35	Deputy: are there any other observations that would cause concern for the inmate--s medical wellbeing?	--	Yes	4	9%
			No	40	91%
Q36	What is your housing situation? (deputy: do they couch surf, live outside or in a vehicle or building not meant for habitation, or in a shelter facility or temporary housing program? If so, then homeless.)	--	Homeless	19	43%
			Not Homeless	25	57%
Q37	Have you seen a mental health counselor or had a mental health diagnosis?	1	Yes	28	64%
		0	No	16	36%
Q38	Are you currently taking any medication prescribed for you by a physician for any emotional or mental health problems?	7	Yes	15	34%
		0	No	29	66%
Q39	Have you spent time in a hospital for emotional or mental health problems?	7	Yes	15	34%
		0	No	29	66%
Q40	Have you ever made a plan to kill yourself or attempted suicide in the past?	7	Yes	8	18%
		0	No	36	82%
Q41	Are you currently thinking of killing yourself?	7	Yes	2	5%
		0	No	42	95%
Q42	Deputy: is there any behavioral or other evidence that the individual is unable to	7	Yes	4	9%
		0	No	40	91%

	cope emotionally or mentally or is a suicide risk?				
Q43	Do you currently believe that someone can control your mind by putting thoughts into your head or taking thoughts out of your head?	1	Yes	7	16%
		0	No	37	84%
Q44	Do you currently feel that other people know your thoughts and can read your mind?	1	Yes	3	7%
		0	No	41	93%
Q45	Have you currently lost or gained as much as two pounds per week for several weeks without even trying?	1	Yes	8	18%
		0	No	36	82%
Q46	Have you or your family or friends noticed that you are currently much more active than you usually are?	1	Yes	8	18%
		0	No	36	82%
Q47	Do you currently feel like you have to talk or move more slowly than you usually do?	1	Yes	5	11%
		0	No	39	89%
Q48	Have there currently been a few weeks when you felt like you were useless or sinful?	1	Yes	12	27%
		0	No	32	73%



Island County, WA

Jail Needs Assessment & Feasibility Study

FINAL REPORT

August 6, 2025



Island County Jail Needs Assessment & Feasibility Study

AGENDA

- Existing Facility Assessments and Findings
- Offender Population Analysis
- Forecast Jail Capacity Needs
- Site Option Analyses
- Cost Estimates
- Next Steps

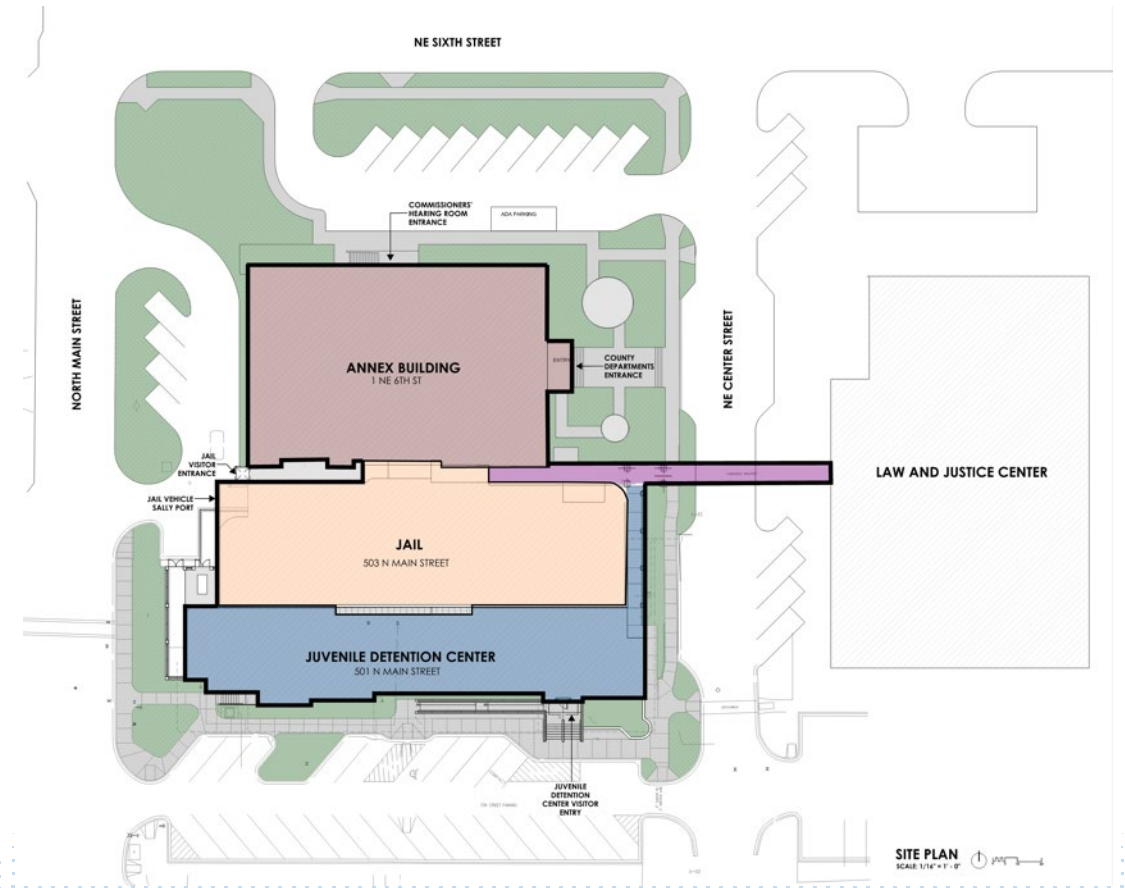
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EXISTING CONDITIONS RECAP

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MAJOR ISSUES

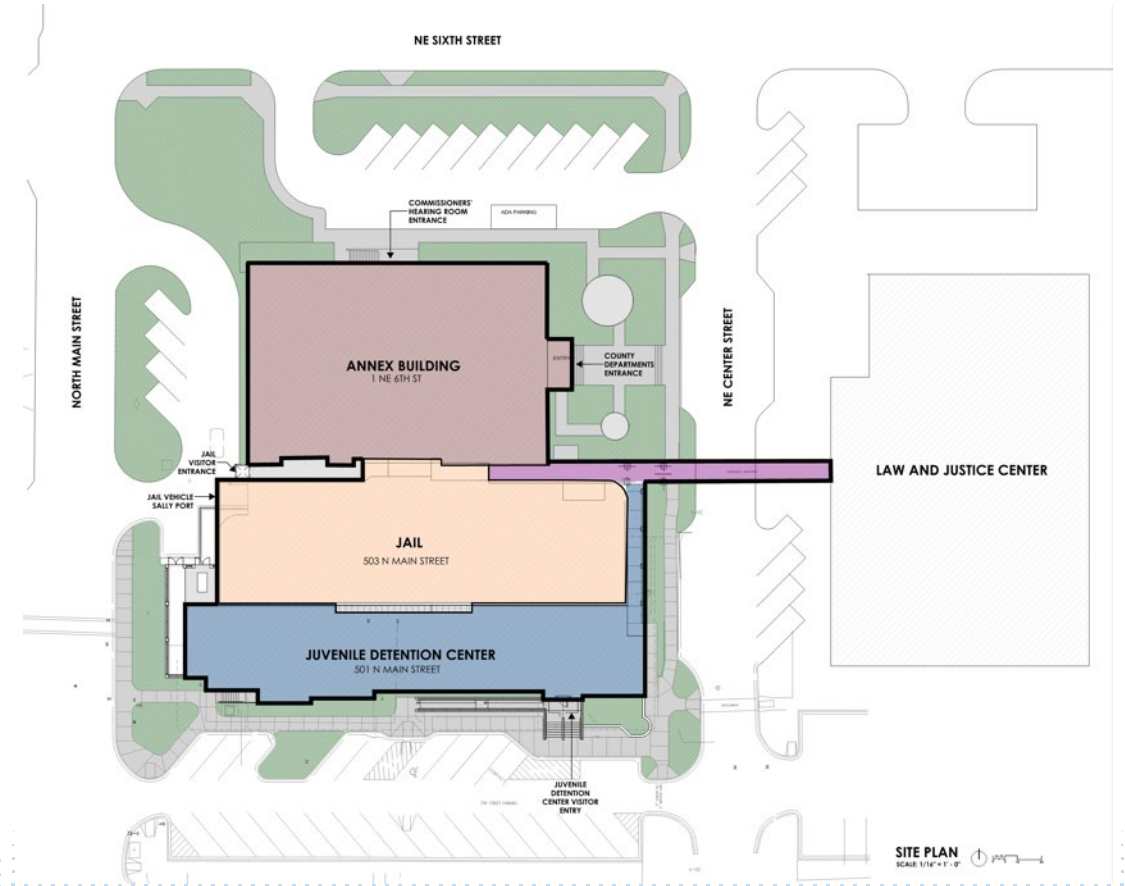
- Lack of space and facility design compromise the program goals and mission
- Jail building has reached the end of useful life and not suitable for continued jail use; renovation or expansion costly and unlikely to meet program needs
- Access and circulation are poor; not ADA compliant
- Minimal accommodations for special management populations and inmates with behavioral health issues
- Indirect supervision model necessitated by design and staffing levels = not a best practice
- Site opportunities for replacement facilities in Island County are limited



Island County Jail Needs Assessment & Feasibility Study

CONCLUSIONS

- **Annex Building Office Functions** = suitable for continued General Office use
- **Annex Building Jail Functions** = not suitable for continued use as a Jail
- **Jail Building** = not suitable for continued use as a jail
- **Juvenile Detention Center Building** = Potential to repurpose building if a replacement for the JDC is developed off-site. Requires investment.



Island County Jail Needs Assessment & Feasibility Study

OFFENDER POPULATION ANALYSIS

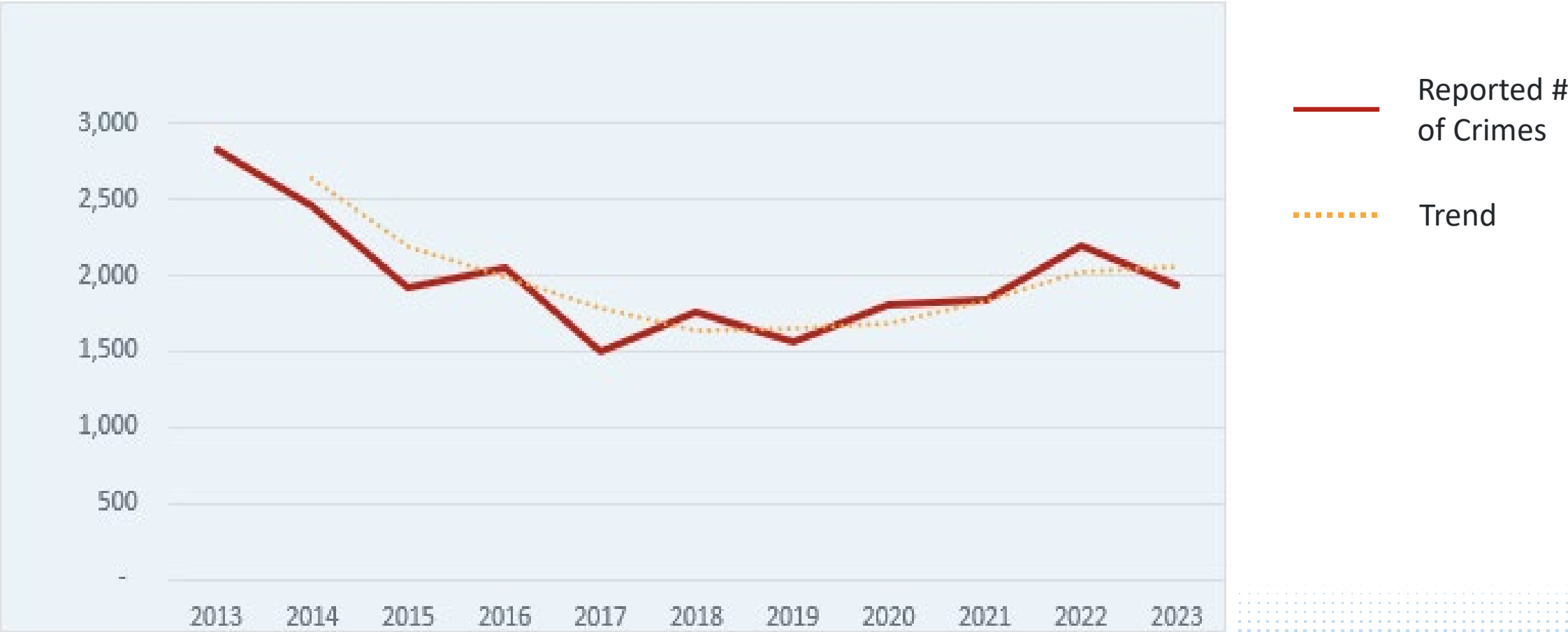
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OFFENDER POPULATION ANALYSIS

- **Forecasted County Population and “at-risk” population**
 - Males ages 15 – 44
- **Reported Criminal Offenses and Crime Rates**
- **Historic Jail Population Data**
 - Bookings and Releases, Average Daily Population, and Lengths of Stay
 - Attributes of the detained population

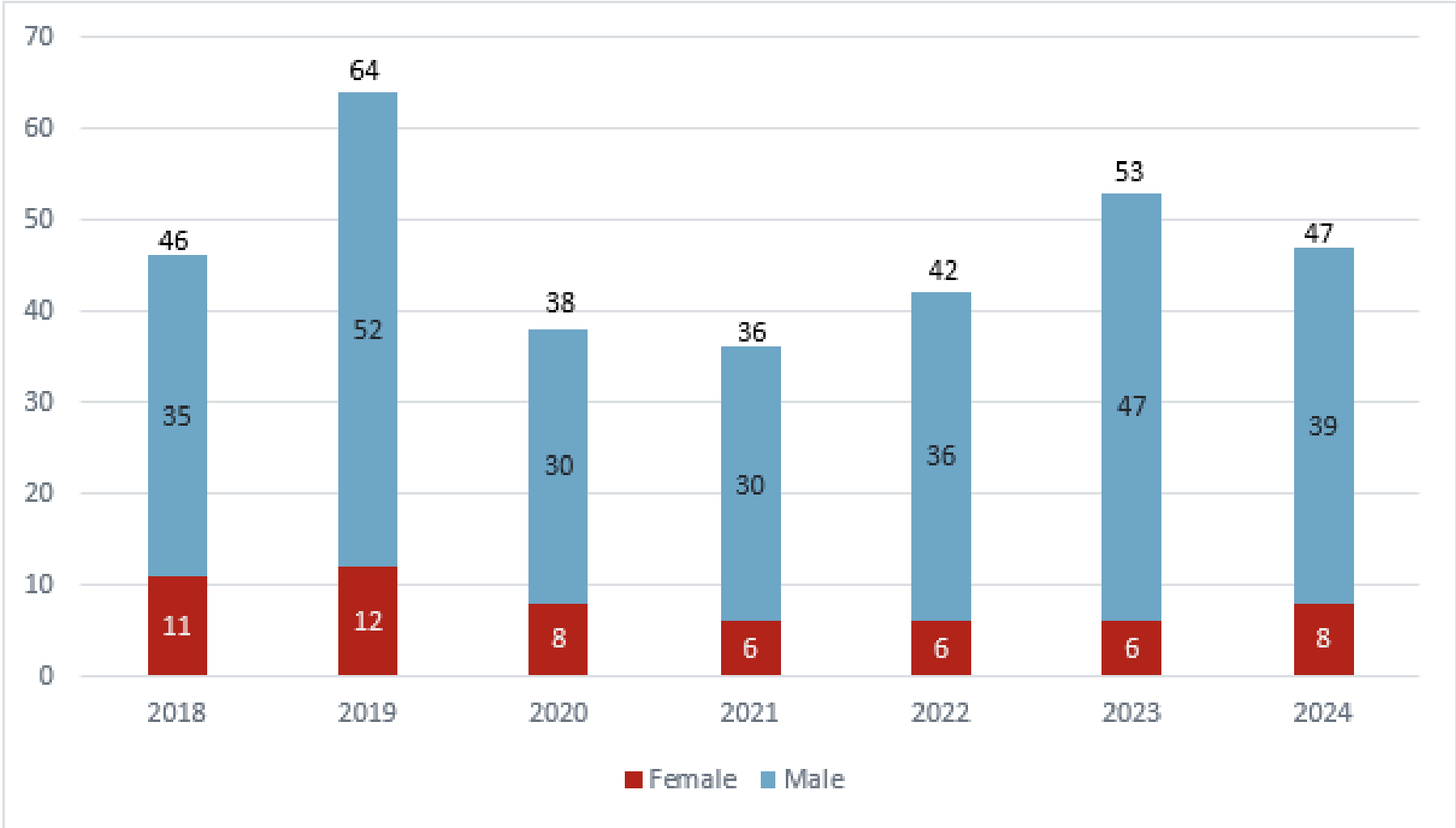
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TREND IN TOTAL REPORTED CRIMES IN ISLAND COUNTY 2013-2023



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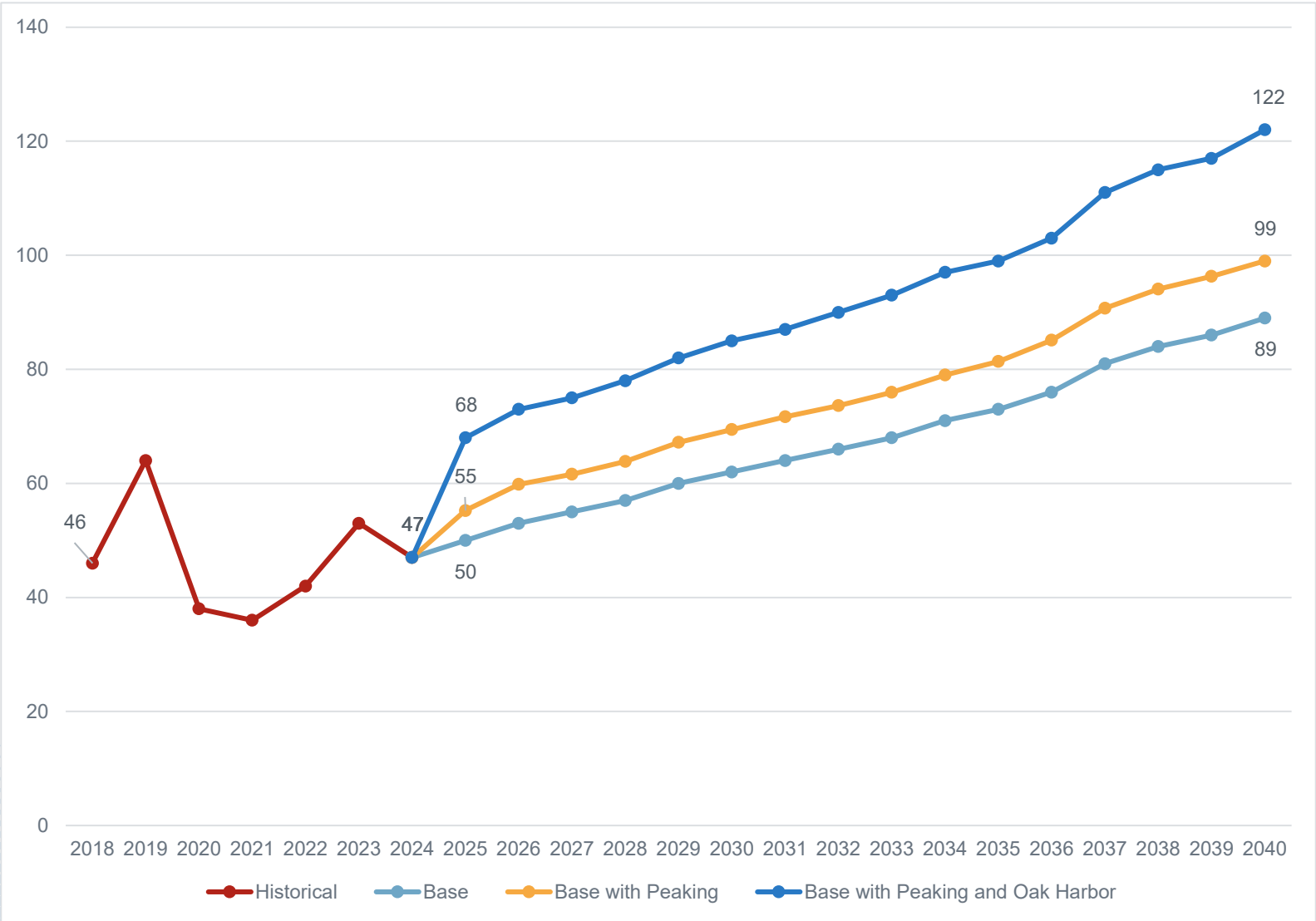
HISTORICAL JAIL AVERAGE DAILY POPULATION 2018-2024



Source: Island County Sheriff's Office

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ISLAND COUNTY PROJECTIONS BASE FORECAST W/ PEAKING & OAK HARBOR PLANT 2040



Island County Jail Needs Assessment & Feasibility Study

NATIONAL INSTITUTE OF CORRECTIONS RECOMMENDATIONS

<u>Threshold</u>	<u>Implication</u>
Under 85%	Room for growth when renovations are needed or are underway
85%	Allows movement, routine classification, and incident response
85%-95%	Risk of increased infractions, limited housing options
Over 95%	Unsafe; classification fails, legal and compliance risk

Island County Jail Needs Assessment & Feasibility Study

JAIL CAPACITY

2040 JAIL BEDSPACE FORECAST

	Total Population Forecast	Males	Females
2040 Baseline Population Projection	122	108	14
Utilization Factor (operate @ 85% of capacity)	18	16	2
BEDSPACE TOTAL:	140	124	16

Classification	Industry Benchmarks	Total Forecasted Bedspace by Classification ¹	Males	Females
General Population	80%	112	99	13
Maximum	30%	42	37	5
Medium	30%	42	37	5
Minimum	20%	28	25	3
Special Needs ²	15%	21	19	2
Segregation (PC/Admin. Seg.)	5%	7	6	1
Total ³	100%	140	124	16

¹Bedspace allocations by classification are raw numbers and are not rounded for design and constructability

²Special Needs beds could include Medical & Mental Health Stepdown units and Program Intensive Housing (e.g., RSAT)

³Intake, Detox, Suicide Watch, and Behavioral Segregation cells and Infirmary beds are not included in the forecast bed count.

Island County Jail Needs Assessment & Feasibility Study

ISLAND COUNTY JAIL BENCHMARKED SPACE REQUIREMENTS

Benchmarked Space Requirement		
Benchmark GSF/Bed		400
Building GSF		56,000
Component	Space Allocation	
Male Housing	51%	28,560
Female Housing	10.5%	5,880
Administration	5%	2,800
Programs	9%	5,040
Services ¹	4%	2,240
Intake/Release/Transfer	6%	3,192
Health Care	4.5%	2,520
Support Services ²	10%	5,600
Totals	100%	55,832

¹Services: Visitation and Staging, Kitchen, Laundry, Commissary, warehouse, inmate property

²Support Services: Storage, Maintenance, MEP, Central Plant, IDF/radio closets

Island County Jail Needs Assessment & Feasibility Study

JUVENILE DETENTION CENTER BENCHMARKED SPACE REQUIREMENT

Benchmarked Space Requirement		
Benchmark GSF/Bed		888
Building GSF		18,648
Component	Space Allocation	
Male & Female Juvenile Housing	45%	8,392
Administration	11.5%	2,145
Programs	21.3%	3,972
Services ¹	7.5%	1,399
Intake/Release/Transfer	5%	932
Health Care	4.9%	914
Support Services ²	4.8%	901
Totals	100%	18,654

¹Services: Visitation and Staging, Kitchen, Laundry, Commissary, warehouse, inmate property

²Support Services: Storage, Maintenance, MEP, Central Plant, IDF/radio closets

Island County Jail Needs Assessment & Feasibility Study

SITE OPTION ANALYSES

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INITIAL SITE SCREENING

- **Eight (8) potential replacement sites** identified and screened for development feasibility:
 - Size and configuration, Zoning and Land Use, Adjacencies, Development Restrictions (e.g., Height limits), impacts from Noise, APZ or conservation overlay
- **Three (3) sites selected for further analysis:**
 - **Option 1:** Solid Waste Transfer site – 3137 North Oak Harbor Road, Oak Harbor
 - **Option 2:** NW 1st Street site - 7 NW 1st Street, Coupeville
 - **Option 3:** Existing Jail site – intersection of NW 6th Street and Main Street, Coupeville

Island County Jail Needs Assessment & Feasibility Study

SITE ANALYSIS ASSUMPTIONS

1. Jail and JDC will be co-located on the selected site
2. Priced as stand-alone facilities
3. Estimated total parking requirement for the two facilities is 80-95 stalls
4. Construction to the same level of hardening and security is assumed
5. Conceptual site plans of the three sites show single-story blocks
 - 56,000 SF area of the adult jail
 - 18,700 SF juvenile detention center*
6. Cost estimates are for construction only and assume a construction start in January 2028

SITE OPTION 1: SOLID WASTE TRANSFER SITE

3137 North Oak Harbor Road, Oak Harbor



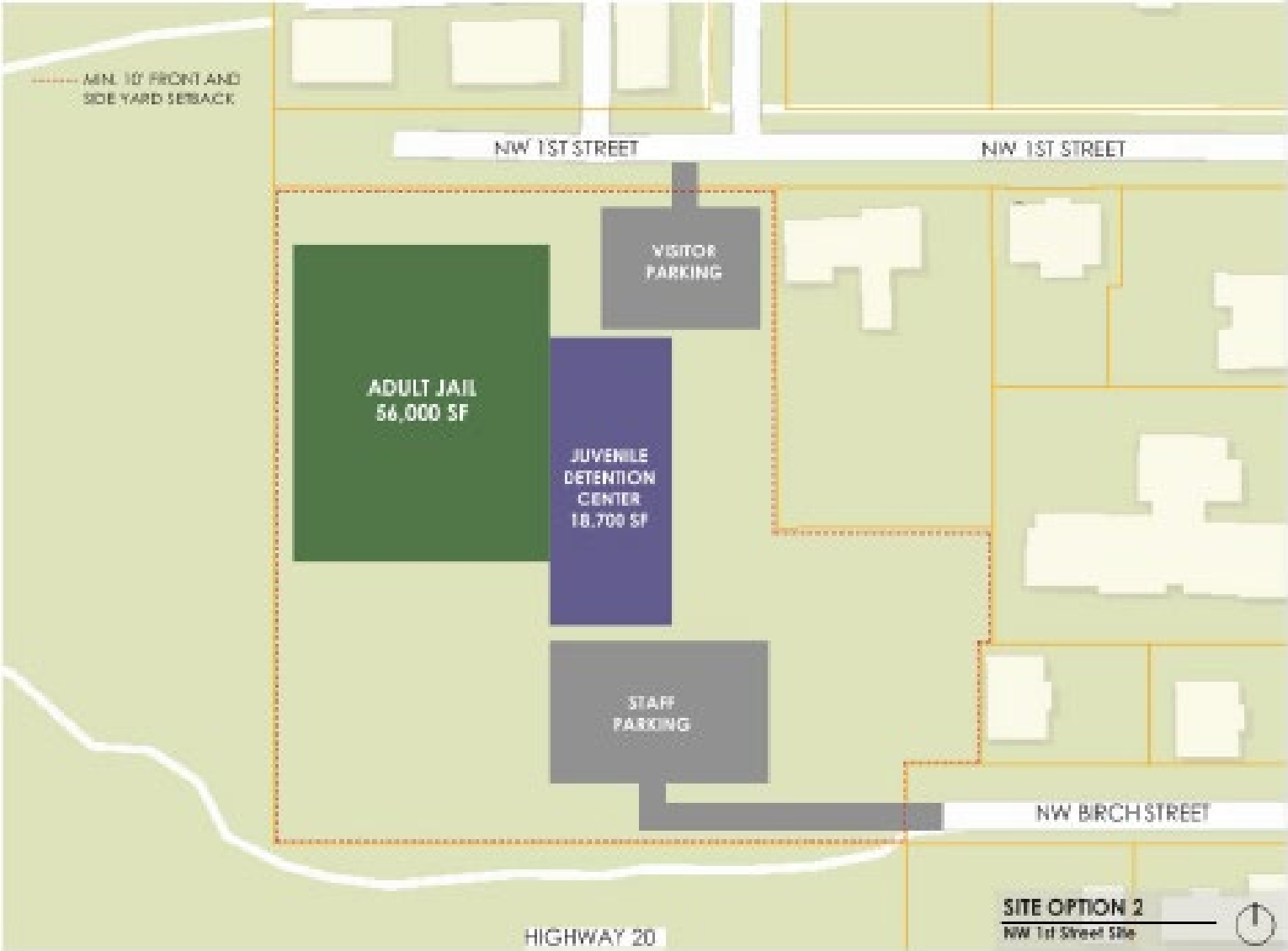
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DISCUSSION OPTION 1

- **May require on or off-site relocation of existing County facilities**
- **Additional operational costs for inmate transportation**
 - Mitigate with on-site courtroom(s) or expanded Medical services?
- **Utilities**
 - Water to site
 - Sewer extension
- **Large site offers project and future flexibility**
- **Existing facilities remain operational during construction**

SITE OPTION 2: NW 1ST STREET SITE

7 NW First Street, Coupeville



Island County Jail Needs Assessment & Feasibility Study

DISCUSSION OPTION 2

- **Undeveloped – no relocations required**
- **Ebey's Reserve development standards and review process**
- **Proximity to Courts and Medical Services**
- **Utilities to site**
- **Site offers some project and future flexibility**
- **Existing facilities remain operational during construction**

SITE OPTION 3: EXISTING JAIL SITE

- 1 NE 6th Street (Annex Building)
- 503 Main Street (Jail Building)
- 501 N Main Street (Juvenile Detention Center)



Island County Jail Needs Assessment & Feasibility Study

DISCUSSION OPTION 3

- **Proximity to the Court and Medical Services reduces transportation costs**
- **Limited site area forces a multi-story solution**
 - Reduces the JDC Program by 1/3rd
- **Ebey's Reserve Design Guidelines**
 - Height limit of 28' = subgrade construction
 - Providing daylighting, façade articulation and required landscaping further reduces building area at ground floor
- **Parking will be limited**
- **Requires relocation of inmates and juveniles for demolition and construction**
- **Possible variations or "sub-options"**

Island County Jail Needs Assessment & Feasibility Study

SITE OPTION COST COMPARISON

Cost Center (In \$ Millions)	OPTION 1 Solid Waste Transfer Site	OPTION 2 NW 1 st Street Site	OPTION 3 Existing Jail Site
Construction ^{1,2}	\$100.7	\$88.8	\$90.6
Demolition of Existing	\$2.18	\$2.18	\$2.18
Total Construction Cost:	\$102.88 M	\$91.0 M	\$92.8 M

Notes:

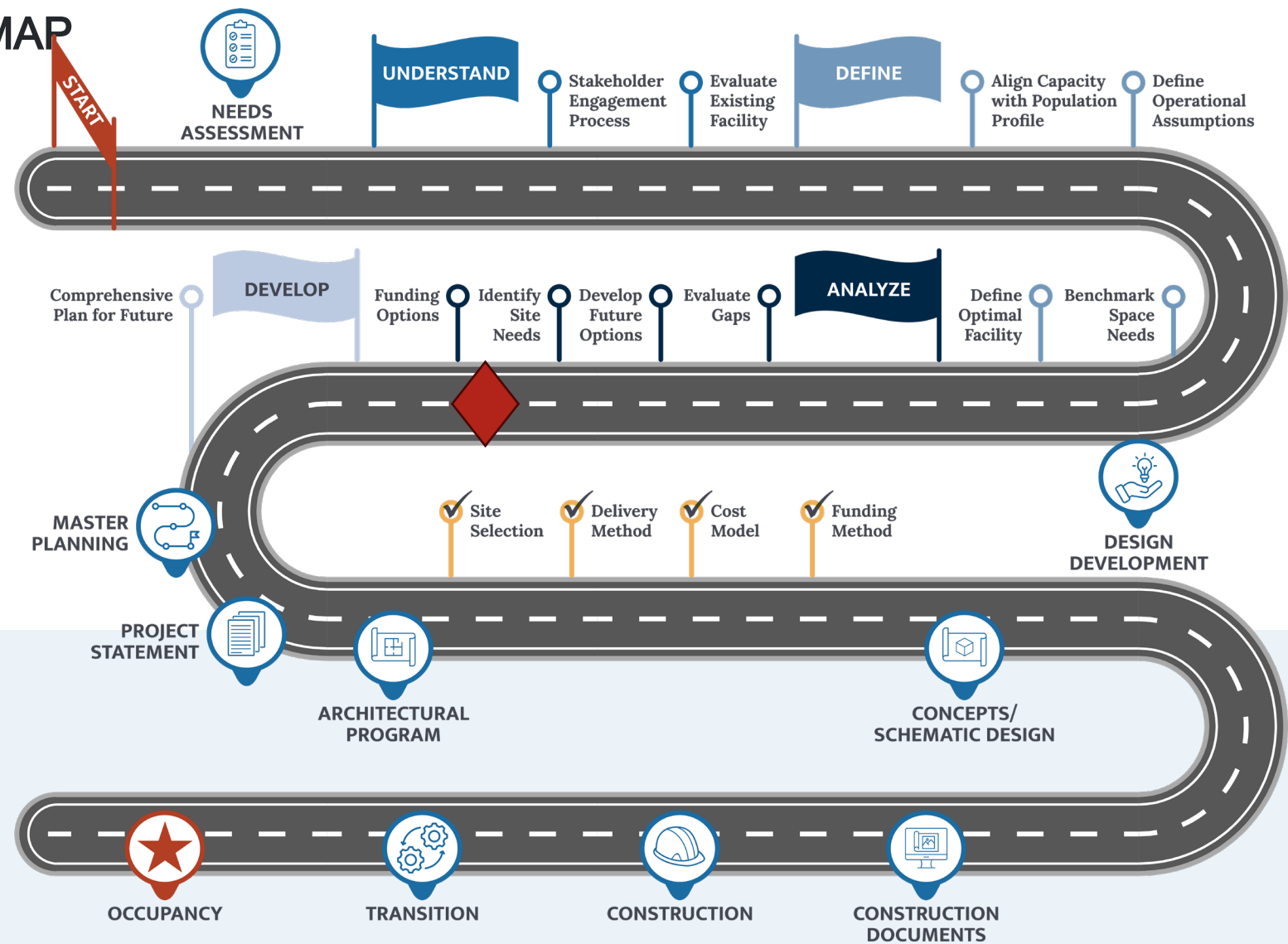
- 1) Design to begin immediately; construction start Jan-28 and finish Dec-29.
- 2) Key Exclusions for cost estimate: Project Soft Costs, inmate relocation and temporary housing for the duration of construction, WA State Sales Tax, AV Equipment, Hazardous Materials abatement.

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NEXT STEPS

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PROJECT ROADMAP



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THANK YOU



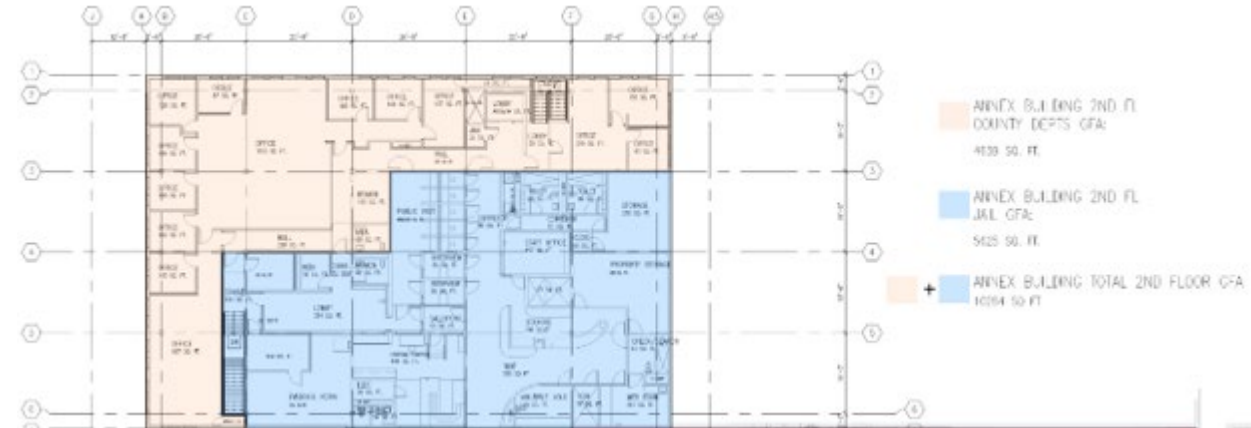
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EXISTING CONDITIONS FACILITY ASSESSMENT FINDINGS

Annex Building- Office Functions

- Mechanical system at end of life
- Obsolete Electrical system needs to be replaced
- Deteriorating Plumbing requires replacement
- Decouple fire sprinkler system from domestic water
- Further expanding jail functions into Annex would require substantial investment and results would likely not meet Sheriff's requirements



Suitable for continued general Office use

Island County Jail Needs Assessment & Feasibility Study

EXISTING CONDITIONS FACILITY ASSESSMENT FINDINGS

Annex Building- Jail Functions

- MEP issues (see prior slide)
- Not ADA compliant
- Doors and hardware are from 1982 and in addition to age-required replacement are not detention grade in some locations
- Lack of windows and access to daylight
- Low floor-to-floor height (11'-2" at second floor) lowers ceiling heights; allow inmates easier access to ceilings appurtenances = safety and security risk.
- Extensive and costly demolition and modification required to comply with current code requirements and modern detention standards

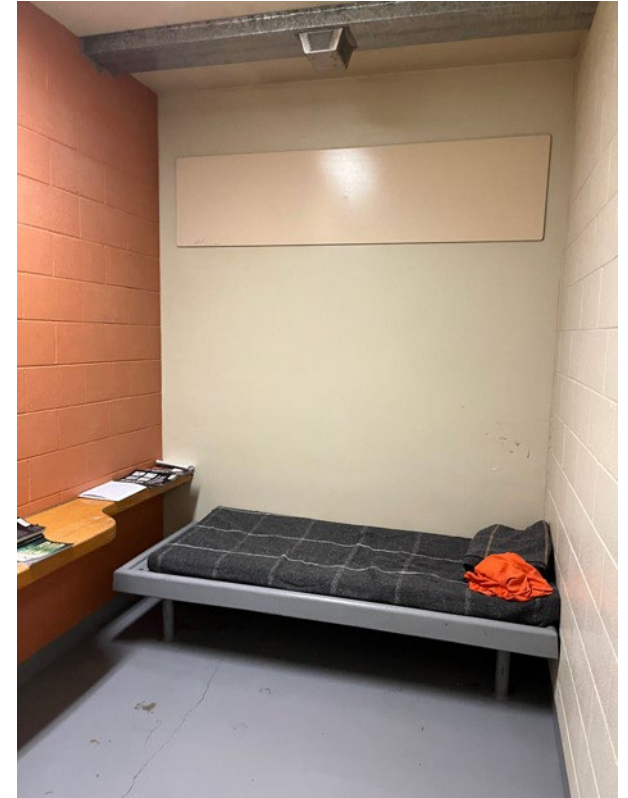
Not suitable for continued use as a jail

Island County Jail Needs Assessment & Feasibility Study

EXISTING CONDITIONS FACILITY ASSESSMENT FINDINGS

Jail Building

- Not ADA compliant
- Door hardware aged and not detention grade in places
- Emergency generator is beyond useful life and requires replacement
- Deteriorating plumbing system includes hot water piping running beneath the kitchen floor slab
- No access to daylight throughout interior
- Original roof installed in 1982 is far beyond its life expectancy and should be replaced
- Lack of safety and ligature-resistant features
- Lack of site area to provide an outdoor recreation area at ground level with access to nature



Island County Jail Needs Assessment & Feasibility Study

EXISTING CONDITIONS FACILITY ASSESSMENT FINDINGS

Jail Building, continued

- No medical or mental health housing
- Inadequate program space
- Site does not allow for expansion with new construction w/o demolition of either the Annex or the JDC; would require temporary relocation of the jail
- Constrained site and height restrictions in Coupeville limit expansion potential
- Structural system (cast-in-place concrete bearing walls supporting precast hollow slab planks) limits modification potential, e.g., modifying layout or adding windows
- Extensive and costly renovation required to comply with current code requirements and modern detention standards
- Concerns re: unforeseen conditions

Not suitable for continued use as a jail

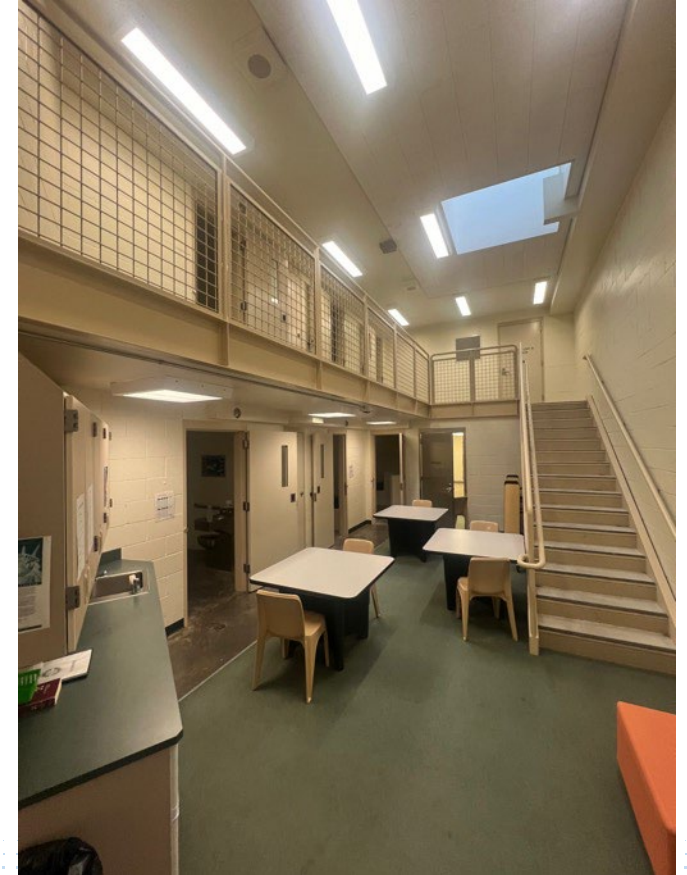
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EXISTING CONDITIONS FACILITY ASSESSMENT FINDINGS

Juvenile Detention Center

- Newer construction and overall good condition
- Inefficient HVAC system = 7 individual package units
- Increased maintenance for the multiple heat pump units
- Limited access to daylight and views to the outside
- No outdoor recreation area

Potential to repurpose building if a replacement for the JDC is developed off-site



Island County Jail Needs Assessment & Feasibility Study

EXISTING CONDITIONS

Jail

- Limited bedspace; population routinely exceeds operational capacity
- Design does not support a direct supervision inmate management model
- No therapeutic housing for inmates with medical and mental health diagnoses, special program needs, and behavioral issues
- Inadequate Medical and Behavioral Health clinical and office space
- Lack of privacy for confidential discussions in Intake, Medical, and Behavioral Health
- Entire facility lacks natural light and biophilic features; negatively affects inmates and staff
- Deficient inmate programs space
- Inequities in programming for women due to lack of space



Island County Jail Needs Assessment & Feasibility Study

EXISTING CONDITIONS AND OPERATIONAL EVALUATION

Jail, continued

- Inaccessible and unwelcoming public reception and visitation areas
- Operational circulation is poor
- Inadequate storage space
- Safety and security risks at sally port
- Minimal administrative space
- No staff support or wellness amenities
- Maintenance issues due to obsolescence and age of facility and systems; operating in “fix-on-failure” mode
- Current CMMS is poorly designed and complicates maintenance program

The Island County Jail is not fulfilling the intended purpose or supporting the Sheriff's mission

Island County Jail Needs Assessment & Feasibility Study

EXISTING CONDITIONS OPERATIONAL EVALUATION

Juvenile Detention Center

- Understaffed and underutilized due to position vacancies; transporting juveniles out-of-county
- Housing and facility design do not align with current best practices for juveniles
- Minimal natural light
- No outdoor recreation or biophilic features
- No staff wellness amenities
- The majority of the JDC's components were deemed capable of meeting the County's requirements. However, several important components (e.g., Housing design, Behavioral Health, program space, Staffing) are falling well short of meeting the stated goals of Juvenile program managers.

Building may be operationally suitable for alternative justice system uses



ISLAND COUNTY SUPERIOR COURT

WORK SESSION AGENDA

MEETING DATE: 8/6/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Megan Frazier, Administrator

Amount of time requested for agenda discussion. 10 minutes

DIVISION: Juvenile

Agenda Item No.: 1

Subject: Contract between the Department of Children, Youth, and Families and Island County Juvenile Court Services regarding the Juvenile Court Block Grant.

Description: The purpose of this agreement is to fund and support program services for youth and families involved in Juvenile Court Services

Attachment: County Program Agreement 2563-63018 with attachments

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: Complete

Budget Review: Complete

P.A. Review: Complete

DIVISION: Juvenile

Agenda Item No.: 2

Subject: Interagency agreement between the Administrative Office of the Courts (AOC) and Island County Juvenile Court regarding Becca programs and services.

Description: The purpose of this agreement is to engage the services of the Court to administer Truancy, At-Risk-Youth and Child in Need of Services programs.

Attachment: Interagency Agreement AOC2599

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: Not Applicable

		<h2 style="text-align: center;">COUNTY PROGRAM AGREEMENT</h2> <h3 style="text-align: center;">Juvenile Court Block Grant</h3>		DCYF Agreement Number 2563-63018	
This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number	
DCYF ADMINISTRATION Department of Children, Youth, and Families		DCYF DIVISION Children, Youth and Families		DCYF INDEX NUMBER 1222	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1500 Jefferson Street SE Olympia, WA 98501			
DCYF CONTACT TELEPHONE (360)870-5727		DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL karena.mcgovern@dcyf.wa.gov	
COUNTY NAME Island County		COUNTY ADDRESS 1 NE 7th ST Coupeville, WA 98239			
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Megan Frazier			
COUNTY CONTACT TELEPHONE (360) 678-7929		COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL m.frazier@islandcountywa.gov	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2025		PROGRAM AGREEMENT END DATE 06/30/2027		MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibits	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A-Juvenile Court Block Grant Term, Reimbursement Procedures, and Program Responsibilities; Exhibit B-Juvenile Court Block Grant Statement of Work					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.					
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S) Megan Frazier		DATE(S) SIGNED	
DCYF SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

County General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.
 - n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

County General Terms and Conditions

- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
 - p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.
2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
 4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
 7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
 8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to

County General Terms and Conditions

come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

County General Terms and Conditions

14. Insurance. DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. Maintenance of Records.

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

16. Nondiscrimination

a. Nondiscrimination Requirement

- (1) During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3).
- (2) 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

- (1) Notwithstanding any provision to the contrary, DCYF 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).
- (2) Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency.
- (3) In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF 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.
- (4) 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

- (1) 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

County General Terms and Conditions

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.

- (2) DCYF 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 DCYF for default under this provision.

- 17. Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
- 18. Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - a. Applicable federal and state of Washington statutes and regulations;
 - b. This Agreement;
 - c. The Program Agreement(s).
- 19. Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be “work made for hire” as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not “work made for hire”; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.
- 20. Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.
- 21. Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor’s unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.
- 22. Subrecipients.**
 - a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:

County General Terms and Conditions

- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
- (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

b. **Single Audit Act Compliance.** If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:

- (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. **Overpayments.** If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

23. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement

shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

24. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.

County General Terms and Conditions

- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

25. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

26. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
 - (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.

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- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
 - (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.
- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

28. Treatment of Client Property. Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

County General Terms and Conditions

- 29. Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 30. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Special Terms and Conditions

- 1. Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contractor" means the County.
 - b. "DCYF" means the Department of Children, Youth, and Families.
 - c. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.
 - d. "JR means the Juvenile Rehabilitation which is under the DCYF.
 - e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
 - f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
 - g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.
- 2. Background Checks**
 - a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
 - b. In accordance with Chapters 110-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.
 - c. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:
 - (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
 - (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
 - (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).
 - d. Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.
- 3. Sexual Misconduct**
 - a. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact

Special Terms and Conditions

between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

- b. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).
- c. In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:
 - (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
 - (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- d. If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

4. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

5. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

6. Billing and Payment

- a. If reports required under this Contract are delinquent, DCYF, JR may stop payment to the Contractor until such required reports are submitted to JR.
- b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.
- c. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.
- d. Under no circumstance shall the Contractor bill twice for the same services.
- e. The Contractor shall maintain backup documentation of all costs billed under this contract.
- f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

Special Terms and Conditions

7. Compliance with JR Policies and Standards

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

EXHIBIT A

Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities

1. Purpose

The purpose of this Agreement is to fund and support the program services described in the attached Statements of Work. The contract term begins July 1, 2025, and expires June 30, 2027.

2. Funding

As of July 1, 2025, the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2026-2027.

If by July 1, 2025, the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the State Fiscal Year Consolidated Contract 2024-2025 (DCYF Contract No. 2363-48769) until September 1, 2025, to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2026-2027 funding rate shall apply retroactively to July 1, 2025, and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2026, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statements of Work

As of July 1, 2025, the County is responsible for adhering to the Statement of Work described in Exhibit B: Statement of Work – Juvenile Court Block Grant.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2026-2027 contract Statements of Work from that date forward.

4. Late Applications

If the County does not have a complete written application for funding approved by JR and signed by both parties by September 1, 2025, JR may discontinue reimbursement until the application is completed and approved.

EXHIBIT B**STATEMENT OF WORK****Juvenile Court Block Grant****1. Purpose**

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts throughout the State of Washington to support Block Grant programs for juvenile offenders. These programs include, but are not limited to the following:

- Consolidated Juvenile Services At-Risk (CJS)
- Special Sex Offender Disposition Alternative (SSODA)
- Chemical Dependency and Mental Health Disposition Alternative (CDMHDA)
- Suspended Disposition Alternative (SDA),
- Community Juvenile Accountability Act (CJAA) – Evidence Based Programs (CJAA)
- Promising Programs; and
- Effective Community-Based Programs.

Program descriptions and requirements are outlined in the Block Grant Contract SFY 2026 – 2027 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation (JR).

2. General Requirements

The County Juvenile Court shall:

- a. Provide projects and services in compliance with the County's Block Grant Contract SFY 2026 – 2027 Application, Budget, and Monitoring Instructions (herein referred to as the "Application") and the County's Approved Response (herein referred to as the "Application Response").
- b. Administer the Washington State Juvenile Court Prescreen Assessment or full Risk Assessment to all youth on probation supervision in accordance with the timeline specified in the County's Application Response.
- c. Administer a full Washington State Juvenile Court Risk Assessment to all youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high-risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response.
- d. Administer a full Washington State Juvenile Court Risk Assessment to all youth participating in an Effective Community-Based Program, in accordance with the County's approved Effective Community-Based Program application.
- e. Establish programs designed to impact the outcomes statewide by:
 - (1) Decreasing recidivism;
 - (2) Decreasing commitments to the JR; and
 - (3) Maintaining or increasing the number of committable youth receiving services in their community.

- f. Upon JR's request, provide JR and the Washington State Institute of Public Policy (WSIPP), with statistical risk assessment data necessary to determine program impacts on the statewide outcomes as agreed upon between JR and the County Juvenile Court;
- g. Consistent with RCW, provide JR with information necessary to provide oversight of the County Juvenile Court Block Grant, consistent with the responsibilities and duties of JR;
- h. Comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract; and
- i. When licensing or other statutory requirements differ from contract requirements, meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.

3. Supervision and Programs

All supervision and program services performed by the County Juvenile Court under the terms of this Agreement shall be in conformance with the County's Application and the County's Application Response. The County shall provide all services in compliance with applicable RCW, WAC, and Appellate case law for the following programs within available resources:

- a. Consolidated Juvenile Services (CJS) At-Risk Programs – The County Juvenile Court shall provide services pursuant to RCW [13.06](#), [Chapter 110-710 WAC](#).
- b. Special Sex Offender Disposition Alternative (SSODA) – The County Juvenile Court shall provide services pursuant to RCW [13.40.162](#) and the following standards:
 - (1) For the purpose of risk level classification, provide Juvenile Rehabilitation with all relevant information for the End of Sentence Review Juvenile Subcommittee in accordance with RCW 72.09.345 for youth adjudicated for any registerable sex offense. This includes SSODA offenses and any other sex offenses that require registration. The Juvenile Risk Level Classification Process and Contact Information is hereby incorporated by reference.
 - (2) Provide a combination of services identified in the Sex Offender Treatment Provider assessment and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly and documented in the case record for reductions in the levels of supervision and support for such reductions.
- c. Chemical Dependency and Mental Health Disposition Alternative (CDMHDA) – The County Juvenile Court shall provide services pursuant to RCW [13.40.165](#) and the following standards:
 - (1) Utilize a Division of Behavioral Health and Recovery (DBHR) approved chemical dependency assessment as detailed in Attachment A of the County's Application;
 - (2) Include family service strategies and components.
 - (3) Include random urinalysis testing, and
 - (4) Courts may utilize deferred or stipulated order of continuance with CDMHDA eligible youth.
- d. Suspended Disposition Alternative (SDA) Services – The County shall provide services pursuant to RCW [13.40.0357](#).
- e. Community Juvenile Accountability Act (CJAA) – Evidence Based Programs – The County will comply with the statewide Evidence-Based Quality Assurance plans and the following program standards:

(1) For Functional Family Therapy (FFT):

- (a) FFT Project Quality Assurance & Quality Improvement Plan, which includes the Therapist Standards and Clinical Supervisors Standards.
- (b) General precepts/practices contained in FFT, LLC Clinical Training Series (Initial and 3 Follow Ups), annual booster training, consultations and clinical oversight; and
- (c) Any subcontracts, including contracted agency's subcontracts, providing FFT must adhere to the FFT Project Standards for model fidelity.

(2) For Multi-Systemic Therapy (MST):

- (a) Precepts – practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts – practices contained in training, consultation, and clinical oversight as overseen by MST Services.

(3) For Coordination of Services (COS):

- (a) Precepts and practices contained in the COS Statewide Manual.
- (b) Precepts and practices contained in the Statewide COS Quality Assurance Plan; and
- (c) General Precepts and practices contained in the COS initial training.

(4) Education and Employment Training (EET):

- (a) General precepts and practices contained in the EET Statewide Job Readiness Training Curriculum.
- (b) Precepts and practices contained in the Statewide EET Quality Assurance Plan; and
- (c) General Precepts and practices contained in the EET initial training.

f. Effective Community-Based Programs (ECBP):

County Juvenile Courts may utilize their funding to implement an Effective Community-Based Program when they have submitted an approved ECBP application to JR.

g. Promising Programs

County Juvenile Courts may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

4. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

- (1) Parents and caregivers are supported to meet the needs of children and youth;

- (2) Youth school engagement;
- (3) High school graduation; and
- (4) Youth mental/behavioral health.

b. Quality & Outcomes Measures

The quality & outcome measures below only apply to Juvenile Court CMAP, EBPs and Promising Programs, which are described in Exhibit B: Statement of Work – Juvenile Block Grant. The Contractor shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following quality measures:

Case Management Assessment Process (CMAP) – Quality Assurance Specialist

Goal	Probation staff will have regular access to a certified CMAP Quality Assurance Specialist
Metric	All juvenile courts will have a certified CMAP QAS, or access to one. Court has a certified CMAP QAS or access to one (100%)
Target	100%
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Case Management Assessment Process (CMAP) – Stage 1 Certification

Goal	Probation staff administering the risk/need assessment will be trained and certified in Stage 1 (Mapping) of CMAP.
Metric	All probation staff administering the risk/need assessment will be certified in Stage 1 (Mapping) of CMAP. 2 of 2 probation staff (100%) are certified in Stage 1 (Mapping)
Target	100%
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Promising Program Quality Assurance – Alternative Choice Training (ACT)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	ACT quality assurance standards include fidelity and competency rating standards for ACT trainers

	<p>2 ACT trainers are providing services, and 1 have a fidelity rating of 2.0, and 1 have a competency rating of 2.0.</p> <p>All ACT trainers have a combined average fidelity rating of 2.4, and competency rating of 2.0.</p>
Target	All ACT trainers have a fidelity rating of 2.0, and a competency rating of 2.0; All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.
Reporting Requirement	The statewide ACT Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Completion Rates

Goal	Increase EBP completion rates from established baseline levels.
Metric	<p>Successful EBP completions provide an early indication of success, and continuous improvement is the goal.</p> <p>Based on a three-year average (SFY22-24), the following are the established baseline program completion rates for your court: ACT: 100.0%</p>
Target	<p>Statewide Averages: ACT: 72.2%</p> <p>All courts that are below the statewide program completion rate average for an EBP will show annual incremental improvement.</p> <p>If a court is at or above the statewide program completion rate average for an EBP, annual incremental improvement is still desired.</p>
Reporting Requirement	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

c. Performance Improvement Plan

Performance Metrics will be reviewed quarterly by DCYF and the contractor. If the contractor does not meet the Performance Metric Target within the year, a Performance Improvement Plan will be required. If a contractor has multiple Performance Metrics that require a response, the contractor shall identify up to three (3) Performance Metrics for improvement planning.

5. Consideration

- a. The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY 2026/27", hereby incorporated by reference.

A revenue sharing process shall be made available during the latter part of the fiscal year for all counties participating in the Block Grant, provided funding is available or unless otherwise agreed upon by the JR and the Juvenile Court Administrators.

The full list of priorities for revenue sharing will be provided by the JR and developed in collaboration with the County Juvenile Courts. The County Juvenile Court shall submit their "Revenue Sharing Requests/Returns Form" to the Juvenile Court Programs Administrator and their respective Regional Administrators no later than May 15th or as agreed upon by the JR and Juvenile Court Administrators.

Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of an updated "County Juvenile Court Pass through Distribution SFY 2026/27". The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.

- b. The Chemical Dependency and Mental Health Disposition Alternative (CDMHDA) reimbursement rates for treatment shall be based on the approved Managed Care Organization (MCO) reimbursement rates for treatment. Juvenile Rehabilitation suggests that the courts request and receive a copy of the approved MCO reimbursement rates for treatment.
- c. The County Juvenile Courts shall not be reimbursed for youth placed on consecutive or combined CDMHDA sentences that exceed 12 months' active supervision. UNLESS the offense date of an additional CDMHDA sentence occurs after the termination date of the preceding CDMHDA disposition OR the youth begins as a CDMHDA Local Sanction and then is sentenced to CDMHDA Committable for a new offense.

6. Billing and Payment

- a. Monthly invoices (A-19) are to be submitted to JR each month for services provided. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JR and completed by the County:
 - (1) Required sentencing worksheets and Disposition Orders for SSODA, CDMHDA, and SDA Committable youth
 - (2) Monthly Program Updates for each Evidence Based Program and Promising Program
 - (3) Roster Reports for local sanction and committable youth for all Disposition Alternatives
 - (4) Quarterly outcome data for Effective Community-Based Programs. Submit quarterly outcome data as approved in the Effective Community-Based Application. The data does not need to be submitted with the monthly Invoice Voucher (A-19) and should be sent electronically.
 - (5) Monthly Business Intelligence Tool (BIT) Summary Report for evidence-based programs.
- b. The County Juvenile Court may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.
- c. The County Juvenile Court may utilize their funding to implement an Effective Community-Based Program (ECBP) when they have submitted an approved ECBP application to JR.
- d. Costs related to risk assessment may be billed in the formula of three (3) hours of the provider's time for each moderate to high-risk youth assigned to a probation caseload. Reassessment costs are not billable. Risk Assessment costs will be billed separately.

- e. Costs incurred for direct treatment services may be billed for youth residing out of state who are on a SSODA, CDMHDA, or SDA.
- f. Costs incurred for supervision of youth on a SSODA, CDMHDA, or SDA may be billed for the actual time spent providing supervision at the rate of the probation counselor providing the supervision.
- g. Detention costs, for up to 30 days per period of confinement and consistent with RCW 13.40.200, for SSODA, CDMHDA, and SDA committable offenders will be reimbursed at the rate no higher than that charged to the other courts purchasing beds.
- h. For SSODA, CDMHDA, and SDA programs, the County shall be eligible for reimbursement for supervision costs for up to 14 days following a youth being placed on absconder status and a warrant being issued. Program payment will be reinstated when the youth is apprehended.
- i. Reimbursement for SSODA expenses may be for up to two years. If a youth is extended beyond two years, the juvenile court must provide JR with a court order documenting the extension. The court may continue to be reimbursed for SSODA expenses throughout the extension.
- j. For CDMHDA programs, a chemical dependency inpatient treatment provider shall be reimbursed for services up to 72 hours following discharge, if a committable youth has been discharged from a subcontracted inpatient facility on a temporary basis and is expected to return, and/or if a committable youth has left the program against clinical advice and the bed is being held for readmission.
- k. For CDMHDA programs, in the event of a revocation, the County shall be eligible for reimbursement for treatment services until the youth is committed to JR.
- l. For CDMHDA programs, the County shall be eligible for reimbursement in the event of a new offense for up to 14 days from arrest. Payment is reinstated when the youth is placed back to active CDMHDA status.
- m. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs shall remain with the agency providing services paid under this contract, and include discrete, assignable activities, and costs necessary for overall management and support of a program.
- n. The County must maintain backup documentation of all costs billed under this Block Grant Contract and provide this information as requested by the JR.

7. Racial and Ethnic Disparity Reporting

- a. Juvenile Courts shall continue to build on work to address Racial and Ethnic Disparities (RED) as it relates to RCW 13.06.050. This RCW applies to conditions for counties to receive state funds and includes a requirement to annually review and analyze racial disproportionality information.
- b. Juvenile Courts shall review their own data and processes to see if barriers are present regarding equity in access to juvenile court services. Juvenile Courts will identify areas in need of improvement. They will then create and implement an action-oriented plan to include strategies that will result in measurable improvements of the identified inequities in the Response to Application.

8. Items Incorporated by Reference

- a. County Juvenile Court Pass through Distribution SFY 2026 – 2027
- b. Block Grant Contract SFY 2026 – 2027 Application, Budget, and Monitoring Instructions and the County's Approved Application Response.

- c. Consolidated Juvenile Services Programs: [Chapter 110-710 WAC](#);
- d. RCW's [13.06](#); [13.40.162](#); [13.40.165](#); [71.24.615](#); [13.40.500](#);
- e. [Juvenile Offender Sentencing Standards \(13.40.0357\)](#); and
- f. Juvenile Risk Level Classification Process and Contact Information.

9. JR Program Contact Information

The primary program contact for Juvenile Court Block Grant for DCYF shall be:

Cory Redman
Juvenile Court Programs Administrator
Juvenile Rehabilitation
1500 Jefferson St. SE 98504-4570
360.480.1194
cory.redman@dcyf.wa.gov



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC2599
AND
ISLAND COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Island County Juvenile Court, referred to as "Court or Agency". The AOC and the Agency may be referred to individually as a "Party" and collectively as the "Parties".

2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to administer Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Court under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Court.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

Administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Court's jurisdiction pursuant to chapter 13.32A, RCW.

The Court shall submit summary reports to AOC documenting Becca activities. These reports shall provide the number of petitions broken down as follows:

- a. CHINS petitions;
- b. ARY petitions; and,
- c. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this Agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the “Becca Bi-Annual Report to AOC”.

Reporting schedule:

Period	Report Due
07/01/25 - 12/31/25	01/31/26
01/01/26 - 06/30/26	07/31/26

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Project Manager Christopher Stanley at Christopher.Stanley@courts.wa.gov or (360) 357-2406.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed with **\$16,826** for payments made during the period from July 1, 2025, through June 30, 2026, related associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Court shall use BECCA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. INVOICES; BILLING; PAYMENT

The Agency will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC2599
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

Court shall not be reimbursed until properly-completed monthly A19 invoice, Becca Monthly Detail Report (Exhibit B), and required backup documentation is received and approved by AOC.

Payment will be made by the AOC upon receipt of a properly-completed Washington State form A19, Becca Monthly Detail Report (Exhibit B), and required backup documentation. AOC will remit payment to the Court in a total amount not to exceed the value of this agreement.

Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor. If there is no approved plan, a 10 percent de minimis rate may be applied. This rate shall only be calculated on the total amount of salaries and benefits.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

7. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court **via unilateral amendment to the agreement** no later than May 1, 2026 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 to payables@courts.wa.gov between July 12, 2026 and August 1, 2026.

8. OTHER PROVISIONS FOR SERVICES

a. Background Check/Criminal History

In accordance with Chapters 110-700 WAC, and RCW 43.43.830, the Court is required to conduct background check/criminal history clearance for all employees, subcontractors of the Court and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Court may be required to conduct background check/criminal history clearance for employees, subcontractors of the Court and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Court shall, based on the results from the criminal background check, determine whether each employee, volunteer, and/or subcontractor of the Court is suitable for access to clients/juveniles.

By signing this agreement, Court affirmatively acknowledges that it has met these requirements. Court shall document the background check/criminal history clearance process it employs.

b. Sexual Misconduct

Court shall ensure that all employees, subcontractors of the Court and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sex Offenses."

9. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Christopher Stanley PO Box 41170 Olympia, WA 98504-1170 Christopher.Stanley@courts.wa.gov (360) 357-2406	Megan Frazier Juvenile Court Administrator 1 NE 7th St Coupeville, WA 98239 m.frazier@islandcountywa.gov (360) 678-7929

10. RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. The Agency shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [public records officer](#).

11. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, 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.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each

organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement 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.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not

corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

Island County Juvenile Court
BECCA

Signature

Date _____

Signature

Date _____

Christopher Stanley, CGFM

Megan Frazier

Name

Name

Chief Financial & Management Officer

Title

Title

EXHIBIT A

BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2026, the Administrative Office of the Courts (AOC) will require the supporting documentation be submitted with each reimbursement claim.

B. GENERAL

Becca allowable costs are only those costs associated with “processing and case management of truancy, children in need of services, and at-risk youth referrals.” See [ESSB 5187 Section 114 \(2\)\(a\) and \(b\) \(2023\)](#).

The guidelines below take into consideration the financial needs of courts for processing and case management of Becca referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on Becca funding.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the Becca contract according to its terms including report preparation, scope of work, and performance.
- Submits invoices and other required documentation in an accurate and timely manner.
- Keeps all supporting documentation for audit purposes for at least six years after contract expires.

2. AOC Project Manager

- Acts as central contact with the court.
- Approves invoices and submitted supporting documentation for Becca reimbursement.
- Reviews all reports required under the Becca agreement.
- Determines programmatic compliance of the Becca agreement.
- Answers all programmatic questions regarding the Becca Program.
- Approves additional training and its related costs as sought by Courts for reimbursement.
- Provides guidance to Courts regarding audit-ready documentation that should be retained by Courts.

3. AOC Comptroller

- Determines Becca annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

All costs claimed on each reimbursement request must be supported with back-up documentation. This may include time sheets, invoices, allocation assumptions, approved indirect or administrative overhead cost plans, etc. Descriptions of allowable costs and examples of appropriate back-up documentation are provided below. This list is not exhaustive. If there are questions about whether a cost is allowable and what will be accepted as appropriate back-up documentation, the Court Project Manager should seek direction and approval in writing from the AOC Project Manager in advance of the purchase and claim for reimbursement.

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding Becca processing and case management. A judicial officer computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing Becca cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g., clerks, court project managers, Becca counselors or case managers, office staff) payroll record/time and attendance records related to the processing and case management of a Becca referral. If the employee is not assigned fulltime to Becca then compensation reimbursement must be proportioned to the amount of time the employee processes Becca referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on Becca. Document the process for determining the amount of time the person(s) spend on Becca duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file locally and available to AOC and State Auditor.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards. All work must be related to the filing, processing, case management, or direct services related to Becca cases and invoice must be approved by authorizing authority (i.e., court administrator or their delegate) before inclusion in reimbursement request.
- Defense Attorney – Invoices must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged.
- Prosecutor – Invoices must include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined.

3. Goods

- Supplies
 - Actual Costs - Supplies necessary for Becca case processing or management and may include consumable supplies.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor.

4. Equipment

- Actual Costs - Equipment is allowed if related to Becca and used solely for case processing or management. Any major purchase must be approved in writing by the AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases, however, periodic use of and billing from a centralized motor pool is allowable.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor.

5. Training

- Reimbursement for attending the annual Becca Conference is allowed, not to exceed the published AOC travel and per diem rates. Any other paid training program where the attendee is seeking reimbursement must be pre-approved, in writing, by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to Becca case processing or management. Reimbursement is limited to the published AOC travel and per diem rates. Travel expenses to any other training programs must be pre-approved, in writing, by the AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

7. Detention

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be submitted with the reimbursement request to substantiate daily rate.

Becca Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. In the [2025-2027 Biennium](#), the legislature reduced funding by \$5 million per fiscal year, for a total yearly appropriation of \$2 million.

The Legislature also provides the following direction through budget proviso:

“The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs.”

Allocation of the funding is based on calendar year caseload data from each county for CHINS, ARY, and Truancy referrals/filings. The CHINS and ARY filing data are available through the online Caseloads of the Courts of Washington Reports. The source of Truancy filings is a query from the Judicial Information System (JIS)/EDR Statewide database and limited to 0-16-year-olds. CHINS; ARY and Truancy referral data is provided to AOC via local monthly caseload. Caseload data must be counted as a referral or a petition, but not both.

The AOC Comptroller maintains an allocation spreadsheet. The calculation is as follows:

- Sums three years of CHINS and ARY filings and calculates a percentage of the total for each county.
- Sums three years of Truancy filings limited to 0-16-year-olds and calculates a percentage of the total for each county.
- Applies a weighted allocation to the total funding, 46 percent of the CHINS and ARY / 54 percent of the Truancy filings. Allocates the total available funding based upon the weighted allocation percentage.
- A small county base is established at \$5,000. Where counties' weighted allocation results in less than \$5,000 for the fiscal year, then those allocations are set at \$5,000 and all other counties' weighted allocations are lowered to cover the small county base.
- Additionally, for FY 2025, adjustments were made to the formula in response to the impacts of the COVID 19 Pandemic on case filings. The adjustments were to exclude 2020 and 2021 filings and implement a 5 percent stop-loss. These changes were recommended by the Washington Association of Juvenile Court Administrators and approved by the State Court Administrator. The recommendation is included as an attachment to these guidelines.

BECCA MONTHLY DETAIL REPORT

Exhibit B Report

Administrative Office of the Courts

(submit monthly with A19 invoice)

COUNTY							
NAME:				MONTH & YEAR:			
STAFF/FTE							
- Judicial officer salary & benefits							
- Other court staff salary & benefits							
				<i>Total</i>	\$	-	
PROFESSIONAL SERVICES							
- General vendor services							
- Defense attorney							
- Other (specify)							
				<i>Total</i>	\$	-	
GOODS							
- Supplies							
- Communication (Telephone/Postage)							
- Other (Computer/Licenses)							
				<i>Total</i>	\$	-	
EQUIPMENT							
- Computer Set-Up							
- Other (specify)							
				<i>Total</i>	\$	-	
TRAINING							
- Becca-specific							
				<i>Total</i>	\$	-	
TRAVEL							
- Mileage							
- Per Diem							
				<i>Total</i>	\$	-	
DETENTION							
- Daily rate detention costs or actual costs							
				<i>Total</i>	\$	-	
GRAND TOTAL					\$	-	

wajca\contracts\Exhibit A's, B's, C's\exhibit b - becca monthly detail report.xls



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 8/6/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: 2025 - 2026 BOCC Travel Budget

Description: Discussion of 2025 - 2026 BOCC Travel Budget.

Attachment: None

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: Not Applicable

Agenda Item No.: 2

Subject: 2026 Lump Sum Travel Allowance In Lieu of Actual Expenses to County Commissioners

Description: Discussion of 2026 Lump Sum Travel Allowance In Lieu of Actual Expenses to County Commissioners

Attachment: Resolution C-59-24, RCW 42.24.090

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

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

IN THE MATTER OF PROVIDING LUMP)
SUM TRAVEL ALLOWANCE IN LIEU OF)
ACTUAL EXPENSES TO COUNTY)
COMMISSIONERS)

RESOLUTION NO. C- 59 -24

WHEREAS RCW 42.24.090 provides in pertinent part that counties may prescribe by resolution the amounts to be paid officers or employees thereof, as reimbursement to such officers or employees, in lieu of actual expenses incurred for travel expenses; and

WHEREAS due to the continued rise in fuel and costs associated with operating a personal vehicle since 2011, the Board determined that an increase in the stipend from \$500 to \$700 was warranted and

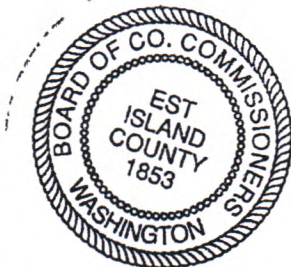
WHEREAS the travel expense stipend has not been increased since 2011 and travel costs have continued to rise the Board has determined an increase to the stipend from \$700 to \$1000 is warranted and,

WHEREAS the increase to the travel and expense stipend is intended to be compensation for travel to the County offices in Coupeville and all other job-related in county-travel, the Board is expected to attend meetings in person whenever possible, NOW THEREFORE,

BE IT HEREBY RESOLVED that, effective January 1, 2025, each Commissioner's use of their personal automobile for official in-county travel is increased to \$1200 per month until December 31, 2025.

ADOPTED this 1TH day of January 2025.

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



Attest:

Jennifer Roll
Jennifer Roll
Clerk of the Board

Melanie Bacon
Melanie Bacon, Chair
"Opposed"
Janet St. Clair
Janet St. Clair, Member
Jill Johnson
Jill Johnson, Member

RCW 42.24.090**Municipal corporations and political subdivisions—Reimbursement claims by officers and employees.**

No claim for reimbursement of any expenditures by officers or employees of any municipal corporation or political subdivision of the state for transportation, lodging, meals or any other purpose shall be allowed by any officer, employee or board charged with auditing accounts unless the same shall be presented in a detailed account: PROVIDED, That, unless otherwise authorized by law, the legislative body of any municipal corporation or political subdivision of the state may prescribe by ordinance or resolution the amounts to be paid officers or employees thereof as reimbursement for the use of their personal automobiles or other transportation equipment in connection with officially assigned duties and other travel for approved public purposes, or as reimbursement to such officers or employees in lieu of actual expenses incurred for lodging, meals or other purposes. The rates for such reimbursements may be computed on a mileage, hourly, per diem, monthly, or other basis as the respective legislative bodies shall determine to be proper in each instance: PROVIDED, That in lieu of such reimbursements, payments for the use of personal automobiles for official travel may be established if the legislative body determines that these payments would be less costly to the municipal corporation or political subdivision of the state than providing automobiles for official travel.

All claims authorized under this section shall be duly certified by the officer or employee submitting such claims on forms and in the manner prescribed by the state auditor.

[1995 c 301 s 73; 1981 c 56 s 1; 1965 c 116 s 2.]

ATTACHMENT
Page 3 of 3
Event Date: Tue Jan 07 00:00:00 PST 2025
Tue Jan 07 00:00:00 PST 2025



ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

MEETING DATE: 8/6/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Shawn Morris, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Dept of Natural Resources

Agenda Item No.: 1

Subject: Grant Agreement between Washington State and Island County to continue the Salmon Recovery program and Salmon Recovery Technical and Citizens Committee (SRTCC)

Description: Employment contract with the Washington State Recreation and Conservation Office to continue the salmon recovery program through Island County. The Lead Entity coordinates the Citizen Advisory Committee and technical team, arranging and facilitating meetings for both groups. The lead entity will submit a ranked habitat project list to Recreation and Conservation Office (RCO), which includes community outreach, scheduling site visits, compiling project rankings, scheduling applicant workshops, etc. This agreement runs from July 1st, 2025, to June 30, 2027. Funding: \$166,852.00 (RM-HLTH-2025-230)

Attachment: Executive Summary, Agreement

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: Complete

P.A. Review: Complete

(continued on next page)

DIVISION: Dept of Natural Resources

Agenda Item No.: 2

Subject: **Interagency Agreement Between Washington State Department of Agriculture and Island County for Noxious Weeds - K6003**

Description: Contract with the WA Department of Agriculture and Island County and its agent, the Island County Noxious Weed Control Board, to conduct survey and eradication work on the Spartina infestations along Island County shorelines. Funding: \$85,000, Period of Performance: July 1, 2025, to Jun 30, 2027.

Attachment: **Executive Summary, Agreement**

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: Complete

P.A. Review: Complete

DIVISION: Dept of Natural Resources

Agenda Item No.: 3

Subject: **Sub-Contract Between Island County Public Health and Patrick Cole for Spartina Eradication – Amendment #3**

Description: Control and eradication services to help conduct eradication efforts of Spartina species in Island County. Amendment number 3 is for an increase of \$60,000 in funding to the original subcontract and extends the period of performance to June 30, 2027. The new funding source for this subcontract for 2025-2027 is the interagency agreement between the WA Department of Agriculture with Island County and its agent, the Island County Noxious Weed Control Board, contract no. K6003.

Attachment: **Executive Summary, Agreement**

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input 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: Complete

P.A. Review: Complete

**Contract with Washington Recreation and Conservation Office (RCO) for
Lead Entity Salmon Recovery Coordinator**

Contract No.: LE BN 25-27

- Executive Summary -

August 6th BOCC Work Session

Summary	<p>Contract with the Washington State Recreation and Conservation Office (RCO) to fund the Salmon Recovery Coordinator (Lead Entity) position within Natural Resources at Island County. This contract for the performance period July 1, 2025 —June 30, 2027, closely mirrors the previous scope of work covering contract period 2023-2025. The LE coordinates salmon recovery efforts across all of Water Resources Inventory Area (WRIA) 6, inclusive of Whidbey and Camano Islands and surrounding in-water areas. In 2005, the Board of Island County Commissioners approved the WRIA 6 Multi-Species Salmon Recovery Plan. The purpose of the plan is to identify actions needed to recover salmon populations which use the nearshore areas of WRIA 6, especially listed species, and develop a framework for implementation of actions that have been agreed to by community groups and local, state, tribal, and federal governments. The LE administers the Citizen Advisory Committee and technical teams as described below, which includes arranging and facilitating meetings for all parties, as well as liaisons with other entities such as the Island Local Integrating Organization (LIO), watershed and critical area planners, and other interest groups.</p> <p>Each LE develops a salmon habitat restoration strategy to guide its selection of projects. The strategy prioritizes geographic areas and types of restoration and protection actions; identifies the needs of salmon; and identifies social, economic, and cultural factors that might affect salmon recovery. Lead entities recruit grant applicants, who use regional recovery plans or lead entity strategies to develop projects. Grant applicants typically are regional fisheries enhancement groups, conservation districts, local governments, tribes, state agencies, community groups, land trusts, and others. Project applicants fill out applications and submit them to lead entities for consideration, after which technical and citizens committees evaluate and prioritize the projects. This renewal contract includes additional funding and latitude for these types of grants, subcontract, and mini-grant special projects.</p>
Policy and Regulatory Context	<p>Lead Entities perform an essential role in salmon recovery in Washington State that is established in and supported by law (Revised Code of Washington 77.85). These policies ensure LEs are comprised of the following:</p> <ul style="list-style-type: none"> • Coordinator (ICDNR – Jessica Reed) • Committee of local, technical experts • Committee of local citizens • Grant administrator <p>The Committees are comprised of representatives from diverse backgrounds, including:</p> <ul style="list-style-type: none"> • Citizens and Landowners

	<ul style="list-style-type: none"> • Tulalip, Stillaguamish, Swinomish Tribes • Skagit River System Cooperative • Council of Governments • Island County staff • Whidbey and Snohomish Conservation Districts • Island County Marine Resources Committee • WA Department of Fish and Wildlife • Whidbey Watershed Stewards • Whidbey Camano Land Trust • Sound Water Stewards
	<p><u>Equity Lens</u></p> <p>A previously published report by USGS on social and economic considerations in Puget Sound found that “messages that focus on the responsibility of current residents to future generations are the most acceptable way to communicate environmental issues to residents of the Puget Sound.”</p> <p>As described above, the LE and affiliated committees review grant applications from various groups working on salmon recovery programs around WRIA 6. It will be required for applicants to include a thorough and/or expert review of diversity, equity, and inclusion in their project applications, including ways to incorporate these values and principles in project development to advance salmon recovery goals in the watershed.</p>
	<p><u>Climate Lens</u></p> <p>As described above, the LE and affiliated committees review grant applications from various groups working on salmon recovery programs around WRIA 6. The LE and the committees review the applications for a number of metrics and criteria, including several significant and comprehensive climate resiliency elements:</p> <ul style="list-style-type: none"> • Are climate change effects considered (direct inundation, saltwater intrusion, sediment/erosion)? • Will the habitat being protected still be valuable habitat in future? • Is the design sustainable (culvert size, channel access)? Flexible enough to respond to future climate changes? • Is it necessary to do the project now or will climate change make near term actions unnecessary? <p>The metrics above allow for informed decision-making when applying project efforts and funding toward initiatives that thoroughly consider climate impacts.</p>
Fiscal Impact	Renewal contract funding amount of \$166,852.00 will be utilized in 2026 budgeting for the Salmon Recovery Coordinator position within IC DNR.
Recommendation	Accept contract and funding based on factors outlined in this Executive Summary.

Project Sponsor: Island County Department of Natural Resources**Project Number:** 25-1280P**Project Title:** Island County LE BN 25-27**Approval Date:** 07/01/2025

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and by and through the Island County Department of Natural Resources (Sponsor, and primary Sponsor), 1 NE 7th Street, Coupeville, WA 98239, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The Lead Entity coordinates the Citizen Advisory Committee and technical team. This includes arranging and facilitating meetings for both groups. The lead entity will submit a ranked habitat project list to RCO which includes community outreach, scheduling site visits, compiling project rankings, scheduling applicant workshops, etc. The Sponsor shall perform the project as described in the following documents, which are incorporated herein by this reference: Standard Terms and Conditions for Project Agreement, Statement of Work, and Scope of Work. All expenses utilizing State operating funds must be billed in PRISM 45 days after the fiscal year ends. Bills are due by 08/14/2026 and 08/14/2027. Any operating funds not billed during this timeframe will be forfeited.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2025 (project start date) and ends on June 30, 2027 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$166,852.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Salmon-LE State Contracts	100.00%	\$166,852.00	State
Total Project Cost	100.00%	\$166,852.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Reimbursements - Manual 8

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Jessica Reed

1 NE 7th Street
Coupeville, WA 98239
j.reed@islandcountywa.gov

RCO Contact

Jeannie Abbott

PO Box 40917
Olympia, WA 98504-0917
Jeannie.Abbott@gsro.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 25-1280, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Island County Department of Natural Resources

By: _____

Date: _____

Name (printed): _____

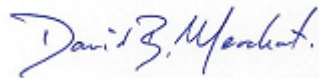
Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)

By: _____
Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 01/31/2025

**Interagency Agreement with the Dep of Agriculture and Island County
Contract No.: K6003**

- Executive Summary -
August 6th BOCC Work Session

Summary	Contract K6003 with Washington State Department of Agriculture to fund Spartina eradication activities in Island County. The period of performance is July 1st, 2025 to June 30, 2027 and funding is \$85,000 to fulfill the plan of work. Spartina is a damaging invasive plant species that can cause harm to our ecosystems and estuarine waters. This agreement outlines services that Island County and the Noxious Weed Control Board to assist in coordinated Spartina eradication efforts.
Policy Context	<p>Recent research finds that Spartina species can potentially benefit from climate change, and northern expansions are predicted for most species. Spartina can eliminate vital foraging habitat and overtake certain aquatic ecosystems, including pond and estuarine environments. Increased spartina growth has been associated with increased mosquito activity, changes to water flow, loss of biodiversity, and other impacts.</p> <p>Coastal tidal wetland habitats play an important role in protecting communities from the impacts of flooding, climate change, and sea level rise. Coordinated Spartina eradication activities aligns with the priorities of critical habitat protection, climate resiliency, and supporting recreation access for Island County communities.</p>
Fiscal Impact	The 85,000 funding was previously planned as part of the public health budget.
Recommendation	Accept contract and funding based on factors outlined in this Executive Summary.

Project Sponsor: Island County Department of Natural Resources
Project Title: Island County LE BN 25-27

Project Number: 25-1280P
Approval Date: 07/01/2025

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning Metrics

Worksite #1, Project Development

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

Searun Cutthroat

Area Encompassed (acres) (B.0.b.1):

332471.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

210.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Water Resources Inventory Area 6, 2005. Multi-Species Salmon Recovery Plan

Description of the Plan (B.1.b.6.b):

The WRIA 6 Salmon Recovery Plan is a framework for salmon recovery activities to be undertaken in an integrated and comprehensive manner. While a comprehensive approach is encouraged for maximum impact, selective or sequential components can be effective entry points. The salmon recovery framework employs three core elements: 1) providing access to technologies and the best science, 2) the promotion of improved salmon recovery practices and facilities, 3) support for long-term sustainability through the creation of an enabling environment in which salmon recovery activities can be supported and take place.

Worksite #2, Salmon Recovery Portal

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

Searun Cutthroat

Area Encompassed (acres) (B.0.b.1):

332471.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

210.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Water Resources Inventory Area 6, 2005. Multi-Species Salmon Recovery Plan

Description of the Plan (B.1.b.6.b):

The WRIA 6 Salmon Recovery Plan is a framework for salmon recovery activities to be undertaken in an integrated and comprehensive manner. While a comprehensive approach is encouraged for maximum impact, selective or sequential components can be effective entry points. The salmon recovery framework employs

three core elements: 1) providing access to technologies and the best science, 2) the promotion of improved salmon recovery practices and facilities, 3) support for long-term sustainability through the creation of an enabling environment in which salmon recovery activities can be supported and take place.

Worksite #3, Outreach

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

Searun Cutthroat

Area Encompassed (acres) (B.0.b.1):

332471.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

210.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Water Resources Inventory Area 6, 2005. Multi-Species Salmon Recovery Plan

Description of the Plan (B.1.b.6.b):

The WRIA 6 Salmon Recovery Plan is a framework for salmon recovery activities to be undertaken in an integrated and comprehensive manner. While a comprehensive approach is encouraged for maximum impact, selective or sequential components can be effective entry points. The salmon recovery framework employs three core elements: 1) providing access to technologies and the best science, 2) the promotion of improved salmon recovery practices and facilities, 3) support for long-term sustainability through the creation of an enabling environment in which salmon recovery activities can be supported and take place.

Project Sponsor: Island County Department of Natural Resources**Project Number:** 25-1280P**Project Title:** Island County LE BN 25-27**Approval Date:** 07/01/2025

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2025	
	Progress Report Due	07/31/2026	
	Annual Project Billing Due	08/31/2026	
	Agreement End Date	06/30/2027	
	Final Report Due	07/31/2027	
	Final Billing Due	08/31/2027	

Project Sponsor: Island County Department of Natural Resources

Project Number: 25-1280P

Project Title: Island County LE BN 25-27

Approval Date: 07/01/2025

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 05/06/2024.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
- 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and

retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection; and
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, 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, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;

- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as

authorized by law and/or this Agreement.

- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
 - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. **Rights and Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
 - 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so

agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement 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 Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
ISLAND COUNTY
AND ITS AGENT
ISLAND COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Island County and its agent, Island County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Island County and its agent, Island County Noxious Weed Control Board, funding for a project to survey for and eradicate invasive Spartina species within Island County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Island County through its agent, Island County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on July 1, 2025 and end on June 30, 2027, unless terminated sooner or extended by WSDA as provided herein through a properly executed amendment.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$85,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Island County Spartina Survey and Eradication Program, will be reimbursed to Island County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

Island County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number on all invoices. Payment to Island County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. If Contractor does not have an invoice template to request payment, Contractor can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal

year, whichever is earlier. **In no case can this be more than 10 days past the end of the biennium.**

DUPLICATION OF BILLED COSTS

The Contractor shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 10 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables. Or,
- d. Pursue such other alternative as the parties mutually agree to writing.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, 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.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND 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.

SUBCONTRACTING

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

Except as otherwise provided in the Agreement, the Contractor shall not subcontract any of the contracted services without the prior approval of the Agency. The Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Island County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Island County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Island County and its agent, Island County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Island County or its agent, Island County Noxious Weed Control Board. The rights and remedies of WSDA 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 Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Island County and its agent, Island County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Island County and its agent, Island County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Terms and conditions contained within this Contract;
- c. Plan of Work (Attachment A);
- d. Budget (Attachment B); and
- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Island County and its agent, Island County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Island County and its agent, Island County Noxious Weed Control Board, to WSDA for any breach in the performance of Island County and its agent Island County Noxious Weed Control Board's duties.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

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.

ATTACHMENT A
Plan of Work
Island County
and its agent the Island County Noxious Weed Control Board
Spartina Survey and Eradication
July 1, 2025 to June 30, 2027

Spartina is an extremely damaging biological invader with the potential to harm the ecosystems and economies of our state's estuarine waters. Island County is an important partner in the fight to eradicate Spartina from Washington's shores. This agreement outlines services that Island County and its agent, the Island County Noxious Weed Control Board, are to perform to assist in the coordinated Spartina eradication effort.

County Spartina Control Crew Criteria:

Island County through its agent, Island County Noxious Weed Control Board, will conduct survey and eradication work on the Spartina infestations along the shorelines of Island County. Treatment of these sites is a continuation of efforts which began in 1996. Survey and eradication efforts will be focused on maintaining control on previously controlled areas, preventing seed set and possible spreading to adjacent areas, and surveying for and eradicating new infestations.

Minimum work specifications: two or more workers will be hired or contracted to eradicate Spartina infestations within Island County. **The county coordinator will designate a lead with an aquatic license each field day. This person will be responsible for completing the daily treatment record.** The County Spartina control crews will use an integrated weed management approach, which incorporates where appropriate; manual, mechanical and herbicide application techniques. Applications of herbicide are limited to products with appropriate labels that are covered under the Aquatic Noxious Weed Control National Pollutant Discharge Elimination System (NPDES) General Permit.

All control methods will be employed consistent with the laws, rules, and regulations of Washington State and Island County, the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Island County, or subcontractors to Island County, must enter into a contract with WSDA under which Island County, or subcontractors to Island County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The contractor or crew will work closely with the weed board coordinator and the WSDA Spartina Coordinator, and be active in the field from July 1, 2025 to October 31, 2025 and June 1, 2026 to October 31, 2026. The work will be conducted on private and public property in

cooperation with landowners. County crews may also work in other counties with other county Spartina control crews. Spartina survey outside of these periods is encouraged if funding allows.

Work Crew and Work Hours:

The Spartina control crew will work or be under contract for the County Noxious Weed Control Board during the specified period, working with agencies, associations and individuals, and dedicating their time to controlling Spartina. Daily work hours will fluctuate with the tides. The county Spartina control crew must be able and willing to adjust work schedules to accommodate tide, weather and the needs of cooperating control crews.

The control crew will have one crew leader who will be responsible for coordinating the crew's work, and who will maintain ongoing contact with the County Noxious Weed Control Coordinator and the WSDA Spartina Coordinator. The crew leader will work in the field at all times with the crew, unless maintenance or other needs require the crew leader to leave the crew unattended.

Equipment:

The Spartina control crew will use all available tools for survey and eradication, including manual removal and herbicide application equipment, to control Spartina infestations in Island County.

Expenditures:

The funds provided for the county Spartina survey and eradication effort will primarily go towards a contract or wages and benefits for the County Noxious Weed Control Coordinator and two or more crew members, travel expenses for the crew members and coordinator, equipment and supply purchases, repair and maintenance. The funds will not fund any overhead costs including maps, computer programs, or other costs unless the expenditure is specifically authorized in writing by WSDA.

Coordination:

The Island County Spartina Control Program will be coordinated with state, local and private control efforts. Permission will be obtained prior to conducting eradication activities on private lands.

Deliverables:

The County Noxious Weed Control Coordinator will submit one written report to the WSDA Agreement administrator each fiscal year, documenting the work conducted. The first report is due December 1, 2025 and the second is due December 1, 2026. Reports will include the following: date(s) of control and survey activities, the type of control and survey conducted, difficulties encountered, results of the control and survey effort, photo documentation of sites treated and/or surveyed. Additionally, point data, track line data and daily treatment areas must be recorded utilizing ESRI, Arc GIS Mobile. Final payment for each fiscal year under this Agreement will not be made until the report and all required data is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with extension of WSDA's coverage under the Aquatic Noxious Weed Control NPDES General Permit.

ATTACHMENT B
Budget
Island County
and its agent Island County Noxious Weed Control Board
***Spartina* Survey and Eradication**
July 1, 2025 to June 30, 2027

Total payment to Island County will not exceed \$40,000.00 in fiscal year 2026 (i.e., July 1, 2025- through June 30, 2026). Any funds remaining can be spent in fiscal year 2027 (i.e., July 1, 2026 through June 30, 2027).

1. Salary and benefits	\$20,000.00
2. Supply and equipment	\$4,000.00
3. Contract for <i>Spartina</i> control work.....	\$60,000.00
4. Indirect costs at 5% of salaries and benefits	1,000.00
Total	\$85,000.00

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

CONTRACT MANAGEMENT

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is:	Chad Phillips, Spartina Coordinator Washington State Dept. of Agriculture Plant Protection Division PO Box 42560 Olympia, Washington 98504-2560 cphillips@agr.wa.gov
The Agreement administrator for Island County is:	Seth Luginbill, Program Coordinator Island County Noxious Weed Control Board 1 NE 7th St Coupeville, Washington 98239 (360) 678-7992 s.luginbill@islandcountywa.gov

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

FILING WITH AUDITOR
Prior to its entry into force, Island County shall file this Agreement with the Island County Auditor.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON DEPT. OF AGRICULTURE	ISLAND COUNTY
By: _____ Greg Haubrich	By: _____
Title: Assistant Director - Plant Protection	Title: _____
Date: _____	Date: _____

**Contract with Patrick Cole, Wildlands Management
Amendment #3**

- Executive Summary -
August 6th BOCC Work Session

Summary	A subcontract of agreement K6003 with Washington State Department of Agriculture subcontracted to conduct Spartina eradication activities in Island County. The period of performance is July 1st, 2025, to June 30, 2027, and funding is \$60,000 to fulfill the scope of work. Spartina is a damaging invasive plant species that can cause harm to our ecosystems and estuarine waters. This contractor is an established expert in Spartina removal and augments our Noxious Weed team bandwidth during the growing season.
Policy Context	<p>Recent research finds that Spartina species can potentially benefit from climate change, and northern expansions are predicted for most species. Spartina can eliminate vital foraging habitat and overtake certain aquatic ecosystems, including pond and estuarine environments. Increased spartina growth has been associated with increased mosquito activity, changes to water flow, loss of biodiversity, and other impacts.</p> <p>Coastal tidal wetland habitats play an important role in protecting communities from the impacts of flooding, climate change, and sea level rise. Coordinated Spartina eradication activities aligns with the priorities of critical habitat protection, climate resiliency, and supporting recreation access for Island County communities.</p>
Fiscal Impact	This subcontract was anticipated and is already reflected in the DNR budget.
Recommendation	Authorize amendment contract and allocate funding based on factors outlined in this Executive Summary.

AMENDMENT NO. 3
AGREEMENT BETWEEN ISLAND COUNTY
AND
PATRICK COLE, DBA WILDLANDS MANAGEMENT

Contract, including any subsequent modifications thereto, between Island County (COUNTY) and its agent, the Island County Noxious Weed Control Board, and its subcontractor, Patrick T. Cole of Wildlands Management (CONTRACTOR), is hereby amended under the provisions of the *Agreement Alterations and Amendments* clause and by the mutual consent of all parties hereto, as follows:

- The end date of the "Period of Performance" is extended from June 30, 2025, to June 30, 2027, unless terminated sooner as provided by the original contract.
- Adds \$60,000 to the contract, available July 1, 2025, to June 30, 2027.
- Funds added by this Amendment will be used to continue Spartina eradication activities as described in the "Scope of Work" during the period, July 1, 2025, to June 30, 2027.
- All "Deliverables" remain the same as the original contract with annual reports due November 15, 2025, and November 15, 2026.

Funds available July 1, 2025, to June 30, 2027	\$60,000.00
Contract amendment Total	\$60,000.00

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this amendment.

Executed by CONTRACTOR this _____ day of _____, 2025.

Wildlands Management

1118 S. 6th St.
Mt. Vernon, WA 98273 Telephone: 360-421-2017
UBI No: 603074241

Executed by the COUNTY this _____ day of _____, 2025.

Board of County Commissioners
Island County, Washington

By: _____
Melanie Bacon, Commissioner (Chair)

By: _____
Janet St. Clair, Commissioner

By: _____
Jill Johnson, Commissioner



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 8/6/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Fred Snoderly, Director

Amount of time requested for agenda discussion. 60 minutes

DIVISION: County Roads

Agenda Item No.: 1

Subject: 2026 – 2031 Transportation Improvement Plan (TIP) and Clean Water Utility (CWU)

Description: Proposed 6-year 2nd draft TIP and draft CWU are a result of projects cost adjustments. The final TIP requires a Public Hearing prior to adoption.

Attachment: Memorandum, Proposed 6-year Draft TIP (2026-2031), Proposed 6-year Draft CWU (2026-2031), Proposed 2026 Annual Construction Program, Presentation Brief

Request: *(Check boxes that apply)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" 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: Not Applicable

DIVISION: Not Applicable

Agenda Item No.: 2

Subject: 2026-2031 Proposed Capital Improvement Plan

Description: Discussion/review of draft 2026-2030 Capital Improvement Plan spreadsheet.

Attachment: Memorandum, 2026-2031 Capital Improvement Plan

Request: *(Check boxes that apply)*

- | | |
|--|---|
| <input type="checkbox"/> Move to Consent | <input checked="" 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: In process

P.A. Review: Not Applicable



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

August 6, 2025

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, County Engineer

RE: 2026 – 2031 Transportation Improvement Plan (TIP) and Clean Water Utility (CWU)

Each year Island County is required to develop and adopt a 6-year Roads TIP, in accordance with RCW 36.81.121, prior to adoption of the County budget.

The proposed 6-year Draft # 2 TIP provides project cost updates. Edits are highlighted in red font. As a result of numerous property owners along Crawford Road desiring to not dedicate their property for conversion of the private road to public road, projected costs of the South Whidbey Industrial Park Road project were removed.

Before final adoption, the 6-year TIP must be presented at a public hearing.

As required by WAC 136-16-010, the 2026 Annual Construction Program is included, which is year one of the 6-year TIP.

Also included is the proposed 6-year Clean Water Utility (CWU) plan. Edits are highlighted in red font.

Attachments:

Proposed 6-year TIP (2026-2031)

Proposed 6-year CWU (2026-2031)

Island County 2026-2031 Six Year Transportation Improvement Program

DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution: C - DRAFT (23 July 2025)

# (Non-Prioritized)	Project Name / Fund Description	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR TOTALS
		PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	
1	MISC. HMA STRUCTURAL OVERLAY: Annual asphalt paving on various roads as needed.																						
	CAPP	-	-	318	-	-	322	-	-	327	-	-	332	-	-	337	-	-	342	-	-	1,978	
	Road	30	-	20	30	-	15	30	-	15	30	-	15	30	-	15	30	-	15	180	-	95	
	PROJECT TOTAL	30	-	338	30	-	337	30	-	342	30	-	347	30	-	352	30	-	357	180	-	2,073	
2	SHOULDER WIDENING PROGRAM: Ongoing program to cover design and right of way research of additional shoulder width																						
	Road	25	-	-	75	25	-	75	25	-	75	25	-	75	25	-	75	25	-	400	125	-	
	PROJECT TOTAL	25	-	-	75	25	-	75	25	-	75	25	-	75	25	-	75	25	-	400	125	-	
3	SUNRISE BOULEVARD SHOULDER WIDENING: Shoulder widening on Sunrise Boulevard from SR 532 to Russell Rd.																						
	Road	25	-	3,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	-	3,800	
	PROJECT TOTAL	25	-	3,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	-	3,800	
4	FREELAND MAIN ST OVERLAY SR525 TO HARBOR AVE																						
	Road	50	-	-	-	-	650	-	-	-	-	-	-	-	-	-	-	-	-	50	-	650	
	RAP	-	-	-	-	-	1,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,300	
5	SOUTH WHIDBEY INDUSTRIAL PARK ROAD: Provide public access to the light industrial zoned portion of Crawford Rd. (private) [Too many landowners not dedicating land]																						
	Disc.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PROJECT TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	SCENIC HEIGHTS ROAD SHOULDER WIDENING: Shoulder widening on Scenic Heights Rd. from Monroe Landing Rd. to north of Balda Rd.																						
	Road	-	-	-	500	450	-	400	300	-	-	-	2,500	-	-	2,500	-	-	-	900	750	5,000	
	PROJECT TOTAL	-	-	-	500	450	-	400	300	-	-	-	2,500	-	-	2,500	-	-	-	900	750	5,000	
7	SR 20 SHOULDER WIDENING RACE RD TO WELCHER RD PLUS: Partner with WSDOT and grant to widen shoulders along SR 20 from Race Rd. to past Welcher Rd																						
	Road	-	-	1,080	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,080	
	STBG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Grant	-	-	4,320	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,320	
8	SWANTOWN ROAD SHOULDER WIDENING (NEAR OAK HARBOR, WHIDBEY ISLAND)																						
	Road	-	-	-	20	-	-	80	110	-	50	90	-	10	-	1,640	-	-	-	160	200	1,640	
	Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PROJECT TOTAL	-	-	-	20	-	-	80	110	-	50	90	-	10	-	1,640	-	-	-	160	200	1,640	

CAPP - County Arterial Preservation Program

CWU - Clean Water Utility

Disc - Discretionary

HSIP - Highway Safety Improvement Program

RAP - Rural Arterial Program

STBG - Surface Transportation Block Grant

Island County 2026-2031 Six Year Transportation Improvement Program

DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution: C - DRAFT (23 July 2025)

# (Non-Prioritized)	Project Name /	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR
	Fund Description	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	TOTALS
9	BAYVIEW ROAD SHOULDER WIDENING - SUNLIGHT DR TO EWING RD (CLINTON)																						
	Road				180	60		60	80		20	60		10	-	2,300	-			270	200	2,300	2,770
	Grant																			-	-	-	-
	Disc.																			-	-	-	-
	PROJECT TOTAL	-	-	-	180	60	-	60	80	-	20	60	-	10	-	2,300	-	-	-	270	200	2,300	2,770
10	CULTUS BAY ROAD RECONSTRUCTION - BAILEY RD TO JEWETT RD (SOUTH WHIDBEY)																						
	Road				250	100		250	200		250					1,800			750	300	1,800	2,850	
	Grant																		-	-	-	-	
	Disc.																		-	-	-	-	
	PROJECT TOTAL	-	-	-	250	100	-	250	200	-	250	-	-	-	-	1,800	-	-	-	750	300	1,800	2,850
11	CULTUS BAY ROAD RECONSTRUCTION - FRENCH RD TO BAILEY RD (SOUTH WHIDBEY)																						
	Road				50			250	150		250	150		50		2,000			1,050	600	300	3,050	3,950
	Grant																		-	-	-	-	
	Disc.																		-	-	-	-	
	PROJECT TOTAL	-	-	-	50	-	-	250	150	-	250	150	-	50	-	2,000	-	-	1,050	600	300	3,050	3,950
12 Intersec- tions	MISC. INTERSECTION ALIGNMENT IMPROVEMENT PROJECTS: Improving safety by realigning intersections to close to perpendicular (minor projects)																						
	Road	20	-	-	10	30	58	10	30	58	10	30	58	10	30	58	10	30	58	70	150	290	510
	PROJECT TOTAL	20	-	-	10	30	58	10	30	58	10	30	58	10	30	58	10	30	58	70	150	290	510
13	SWEDE HILL ROAD / BURLEY ROAD INTERSECTION IMPROVEMENTS: Improve safety by realigning the Burley Road approach to Swede Hill Road																						
	Road	-	-	-	20	50	555	-	-	-	-	-	-	-	-	-	-	-	-	20	50	555	625
	PROJECT TOTAL	-	-	-	20	50	555	-	-	-	-	-	-	-	-	-	-	-	-	20	50	555	625
14	MONKEY HILL ROAD / HENNI ROAD REALIGNMENT: Improve safety by realigning the intersection (CN slid 1 year)																						
	Road	-	-	-	5	50	600	-	-	-	-	-	-	-	-	-	-	-	-	5	50	600	655
	PROJECT TOTAL	-	-	-	5	50	600	-	-	-	-	-	-	-	-	-	-	-	-	5	50	600	655
15	EAST CAMANO DRIVE // CROSS ISLAND ROAD INTERSECTION IMPROVEMENTS: Intersection improvements at East Camano Dr / Cross Island Rd / Arrowhead Rd																						
	Disc.	-	-	-	-	-	2,360	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,360	2,360
	Road	43	7	-	-	-	1,640	-	-	-	-	-	-	-	-	-	-	-	-	43	7	1,640	1,690
	STBG	277	43	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	277	43	-	320
	PROJECT TOTAL	320	50	-	-	-	4,000	-	-	-	-	-	-	-	-	-	-	-	-	320	50	4,000	4,370
16	EAST CAMANO DR/MCELROY ROUNDABOUT																						
	Road	60	-	-	25	50	-	-	-	-	-	2,000	-	-	-	-	-	-	-	85	50	2,000	2,135
	Disc.	-	-	-	-	-	-	-	-	-	-	1,000	-	-	-	-	-	-	-	-	-	1,000	1,000
	STBG	400	-	-	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	440	-	-	440
	PROJECT TOTAL	460	-	-	65	50	-	-	-	-	-	3,000	-	-	-	-	-	-	-	525	50	3,000	3,575

Island County 2026-2031 Six Year Transportation Improvement Program

DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution: C - DRAFT (23 July 2025)

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (C/S) = Construction, Dollars in \$1,000																							
# (Non-Prioritized)	Project Name /	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR
	Fund Description	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	TOTALS	
	HEGGENES ROAD INTERSECTION RE-ALIGNMENTS: Improve safety by realigning Heggenes Rd. / Orr Rd																						
17	Road																50	70		50	70	120	
	PROJECT TOTAL																50	70		50	70	120	
18	MISC. R/W, MINOR SAFETY IMPROVEMENTS AND PROJECT DEVELOPMENT: Small projects to improve safety, or initial project development																						
Safety	Road				30	60	175	30	60	175	30	60	175	30	60	175	30	60	175	150	300	875	1,325
	PROJECT TOTAL				30	60	175	30	60	175	30	60	175	30	60	175	30	60	175	150	300	875	1,325
	EVALUATE HORIZONTAL CURVES FOR SAFETY IMPROVEMENTS																						
19	Road			41																		41	41
	HSIP			365																		365	365
	PROJECT TOTAL			405																		405	405
	KAREN WAY SHOULDER STABILIZATION PHASE 2																						
20	Road				100			50		500										150		500	650
	PROJECT TOTAL				100			50		500										150		500	650
	GUARDRAIL INSTALLATION COUNTY-WIDE																						
21	Road	10			20			20												50			50
	Grant																						
	Disc.																						
	PROJECT TOTAL	10			20			20												50			50
	COUNTYWIDE SPEED LIMIT EVALUATION																						
22	Road	5		20																5		20	25
	HSIP																						
	PROJECT TOTAL	5		20																5		20	25
	NON STANDARD GUARDRAIL REPLACEMENT - NORTH CAMANO DR & UTSALADY DR																						
23	Road																						
	HSIP			1,089																		1,089	1,089
	PROJECT TOTAL			1,089																		1,089	1,089
	NON-COMPLIANT REGULATORY and WARNING SIGN REPLACEMENT - COUNTY-WIDE																						
24	Road																						
	HSIP			490																		490	490
	PROJECT TOTAL			490																		490	490
25	MISC. CULVERT REPLACEMENT PROJECTS: Maintain infrastructure by replacing aging culverts																						
Drainage	Road				25	50		25	50		25	50		25	50		25	50		125	250		375
	PROJECT TOTAL				25	50		25	50		25	50		25	50		25	50		125	250		375
	SWANTOWN LAKE TIDE GATE REPLACEMENT (CULVERT #2647)																						
26	Road	200		1,000																200		1,000	1,200
	PROJECT TOTAL	200		1,000																200		1,000	1,200

CAPP - County Arterial Preservation Program
CWU - Clean Water Utility
Disc - Discretionary

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HSIP - Highway Safety Improvement Program
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STBG - Surface Transportation Block Grant

Island County 2026-2031 Six Year Transportation Improvement Program

DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution: C - DRAFT (23 July 2025)

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction, (Donat) = Donations																							
# (Non-Prioritized)	Project Name /	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR
	Fund Description	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	TOTALS
27	WILDES RD AT QUADE CREEK FISH PASSAGE #575 (project slid one year)																						
	Road				70	5		130	35		20	-	570	-	-		-	-		220	40	570	830
	PROJECT TOTAL	-	-		70	5		130	35		20	-	570	-	-		-	-		220	40	570	830
28	NORTH BLUFF ROAD CULVERT 1951 FISH PASSAGE																						
	Road	4	5		8	10	124	-		-	-	-	-	-	-	-	-	-	-	12	15	124	151
	CWU	16	20		16	20	496	-		-	-	-	-	-	-	-	-	-	-	32	40	496	568
	PROJECT TOTAL	20	25		24	30	620	-	-	-	-	-	-	-	-	-	-	-	-	44	55	620	719
29	UTSALADY @ OLSEN CULVERT REPLACEMENT, 774 AND 775																						
	Road	5			-	-		-	-		-	-		-	-		-	-		5	-		5
	PROJECT TOTAL	5			-	-		-	-		-	-		-	-		-	-		5	-		5
30	PENN COVE RD CULVERT REPLACEMENT NEAR RIEPMA AVE, 3352																						
	Road	10	10		55	-	1,100	-		-	-	-	-	-	-	-	-	-	-	65	10	1,100	1,175
	PROJECT TOTAL	10	10		55	-	1,100	-		-	-	-	-	-	-	-	-	-	-	65	10	1,100	1,175
31	ANDERSON RD CULVERT REPLACEMENT, 271																						
	Road	-			150	45		80	-		-	-	1,500	-	-		-	-		230	45	1,500	1,775
	PROJECT TOTAL	-	-		150	45		80	-		-	-	1,500	-	-		-	-		230	45	1,500	1,775
32	HUMPHREY ROAD CULVERT REPLACEMENT, #281																						
	Road	-	-		155	45		109	45		-	-	225	-	-		-	-		264	90	225	579
	Disc.	-	-		-	-		-	-		-	-	1,275	-	-		-	-		-	-	1,275	1,275
	PROJECT TOTAL	-	-		155	45		109	45		-	-	1,500	-	-		-	-		264	90	1,500	1,854
33	WOODLAND BEACH RD DRAINAGE REPAIR (JL#00016-1901)																						
	Road	-			1,000	-		-	-	3,000	-	-		-	-		-	-		1,000	-	3,000	4,000
	PROJECT TOTAL	-	-		1,000	-		-	-	3,000	-	-		-	-		-	-		1,000	-	3,000	4,000
34	KOONTZ ROAD CULVERT REPLACEMENT (NORTH WHIDBEY ISLAND)																						
	Road	-	-		-	450														-	-	450	450
	Grant																			-	-	-	-
	Disc.																			-	-	-	-
PROJECT TOTAL	-	-		-	-	450													-	-	450	450	
35	HUMPHREY ROAD CULVERT REPLACEMENT #289 and #290																						
	Road				30			100			50	10		40	30		10		1,730	230	40	1,730	2,000
	Grant																			-	-	-	-
	Disc.																			-	-	-	-
PROJECT TOTAL	-	-		30	-		100	-		50	10		40	30		10	-	1,730	230	40	1,730	2,000	

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HSIP - Highway Safety Improvement Program
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Island County 2026-2031 Six Year Transportation Improvement Program

DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution: C - DRAFT (23 July 2025)

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# (Non-Prioritized)	Project Name /	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR TOTALS
	Fund Description	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	
36	ROBINSON ROAD OUTFALL: Reduce localized flooding with drainage improvements																						
	Road	-	-	-	200	40	-	-	-	-	1,000	-	-	-	-	-	-	-	-	200	40	1,000	1,240
	Disc.	-	-	-	550	20	-	500	20	-	200	-	4,000	-	-	-	-	-	-	1,250	40	4,000	5,290
	CWU	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECT TOTAL	-	-	-	750	60	-	500	20	-	200	-	5,000	-	-	-	-	-	-	1,450	80	5,000	6,530
37	CARP CREEK VICINITY DRAINAGE IMPROVEMENTS																						
	Road	100	-	-	300	250	-	100	-	500	-	-	500	-	-	-	-	-	-	500	250	1,000	1,750
	Disc.	-	-	-	-	1,000	-	-	1,500	5,500	-	-	1,500	-	-	-	-	-	-	-	2,500	7,000	9,500
	PROJECT TOTAL	100	-	-	300	1,250	-	100	1,500	6,000	-	-	2,000	-	-	-	-	-	-	500	2,750	8,000	11,250
38	SCATCHET HEAD DEEP CULVERT REPLACEMENTS (00601-1001)																						
	Road	-	-	-	240	55	-	20	-	-	-	-	2,000	-	-	-	-	-	-	260	55	2,000	2,315
	PROJECT TOTAL	-	-	-	240	55	-	20	-	-	-	-	2,000	-	-	-	-	-	-	260	55	2,000	2,315
39	SOUTH CAMANO DEEP CULVERT REPLACEMENT (JL# 006010801)																						
	Road	-	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	5
	PROJECT TOTAL	-	Closeout	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	5
40	MISC. TRAILS PROJECTS: Small trail projects to improve or expand the trail system used for transportation																						
	Road	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	60	60	180	300
	PROJECT TOTAL	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	60	60	180	300
41	KETTLES - FORT EBEE TRAIL CONNECTOR: Improvements to an existing trail connecting the paved portion of the Kettles Trail to Fort Ebey State Park																						
	Roads	40	-	-	-	-	93	-	-	-	-	-	-	-	-	-	-	-	-	40	-	93	93
	TA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	93	93
	PROJECT TOTAL	40	-	-	-	-	93	-	-	-	-	-	-	-	-	-	-	-	40	-	93	133	
42	CLINTON TO KEN'S CORNER TRAIL: New multi-use trail along SR 525 connecting Clinton to Langley Road																						
	Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	WA-Misc	30	-	-	-	-	-	-	-	1,760	-	-	1,760	-	-	-	-	-	-	30	-	3,520	3,550
	Disc.	-	-	-	-	-	-	-	-	4,240	-	-	4,240	-	-	-	-	-	-	-	-	8,480	8,480
	PROJECT TOTAL	30	-	-	-	-	-	-	-	6,000	-	-	6,000	-	-	-	-	-	30	-	12,000	12,030	
43	RHODODENDRON PARK ROAD TO PATMORE ROAD TRAIL																						
	Road	120	-	-	200	300	-	-	200	-	-	-	-	-	-	-	-	-	2,500	320	500	2,500	3,320
	Disc.	-	-	-	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50	-	-	50
	STBG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECT TOTAL	120	-	-	250	300	-	-	200	-	-	-	-	-	-	-	-	2,500	370	500	2,500	3,370	
Total		TIP TOTALS																					
		1,480	95	12,577	4,414	2,725	9,968	2,329	2,815	16,105	1,020	485	24,680	290	205	10,855	240	245	5,900	9,773	6,570	80,085	96,428
		14,152			17,107			21,249			26,185			11,350			6,385						
		16,071																					

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Island County 2026-2031 Six Year Clean Water Utility Plan (Draft 1)

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction Dollars in \$1,000

Resolution: C - - 24 / R - - 24

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction, (DMS) = DMS																								
#	Project Name/Fund Description	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR TOTALS	
		PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN		
MISC. DRAINAGE PROJECTS: Ongoing efforts to improve drainage (minor projects)																								
1	CWU	12	10	70	12	10	70	12	10	70	12	10	70	12	10	70	12	5	70	72	55	420	547	
	PROJECT TOTAL	12	10	70	12	10	70	12	10	70	12	10	70	12	10	70	12	5	70	72	55	420	547	
EAST HARBOR ROAD AT GOSS LAKE FISH PASSAGE CULVERT: Replace aging culverts with a fish passage culvert																								
2	CWU	300	50	-	300	-	-	100	-	-	-	-	1,040	-	-	1,040	-	-	-	700	50	2,080	2,830	
	PROJECT TOTAL	300	50	-	300	-	-	100	-	-	-	-	1,040	-	-	1,040	-	-	-	700	50	2,080	2,830	
NORTH BLUFF ROAD AT CROSSCREEK WAY (PRIVATE) FISH PASSAGE CULVERT: Replace an aging culvert with a fish passage culvert																								
3	CWU	-	-	-	250	25	-	330	10	-	25	-	-	5	-	1,000	-	-	1,000	610	35	2,000	2,645	
	PROJECT TOTAL	-	-	-	250	25	-	330	10	-	25	-	-	5	-	1,000	-	-	1,000	610	35	2,000	2,645	
MIDVALE ROAD EAST OF MAXWELTON ROAD FISH PASSAGE CULVERT: Replace an aging culvert with a fish passage culvert																								
4	CWU	20	-	-	-	-	-	-	-	-	40	25	-	10	-	710	-	-	-	70	25	710	805	
	PROJECT TOTAL	20	-	-	-	-	-	-	-	-	40	25	-	10	-	710	-	-	-	70	25	710	805	
COLUMBIA BEACH ROAD FISH PASSAGE CULVERT: Replace an aging culvert with a fish passage culvert																								
5	CWU	-	-	-	50	25	-	5	-	664	-	-	-	-	-	-	-	-	-	55	25	664	744	
	PROJECT TOTAL	-	-	-	50	25	-	5	-	664	-	-	-	-	-	-	-	-	-	55	25	664	744	
NORTH BLUFF ROAD CULVERT 1951 FISH PASSAGE																								
6	Road	4	5	-	4	5	124	-	-	-	-	-	-	-	-	-	-	-	-	8	10	124	142	
	CWU	16	20	-	16	20	496	-	-	-	-	-	-	-	-	-	-	-	-	32	40	496	568	
	PROJECT TOTAL	20	25	-	20	25	620	-	-	-	-	-	-	-	-	-	-	-	-	40	50	620	710	
RACE ROAD FISH PASSAGE CULVERT #1893 ****project is grant dependent****																								
7	Grant	105	-	-	85	-	-	85	-	663	-	-	-	-	-	-	-	-	-	275	-	663	938	
	CWU	20	-	-	15	-	-	15	-	117	-	-	-	-	-	-	-	-	-	50	-	117	167	
	PROJECT TOTAL	125	-	-	100	-	-	100	-	780	-	-	-	-	-	-	-	-	-	325	-	780	1,105	
EDGECLIFF DRIVE OUTFALL: Complete / upgrade aging temporary outfall installation																								
8	CWU	5	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5	10	
	PROJECT TOTAL	5	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5	10	
BONNIE VIEW ACRES ROAD NORTH OUTFALL																								
9	CWU	5	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5	10	
	PROJECT TOTAL	5	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5	10	
SHORE MEADOWS ROAD OUTFALL REPLACEMENT (#2193 AND #2194)																								
10	CWU	10	-	240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	-	240	250	
	PROJECT TOTAL	10	-	240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	-	240	250	
Total	CWU TOTALS	497	85	320	732	85	690	547	20	1,514	77	35	1,110	27	10	2,820	12	5	1,070	1,902	240	7,534	9,676	
		902			1,507			2,081			1,222			2,857			1,087							
Annual Average																								
		1,609																						

* Edits from prior year plan highlighted in RED font

ANNUAL CONSTRUCTION PROGRAM FOR 2026

Item Number	6 Yr Rd Prgm Item #	Road / Project Name & Location	Works Codes	Source of Funds			Estimated Expenditures - Dollars				
				County Funds	Other Fund Amount	Other Fund Program Source	Prelim & Const Eng 59510	ROW 59520	Contract Const	County Forces Const	Grand Total All 595
1	1	MISC. HMA STRUCTURAL OVERLAY	HMA	\$ 50,000	\$ 318,000	CAPP/MVA	\$ 63,800	\$ -	\$ 152,100	\$ 152,100	\$ 368,000
2	2	SHOULDER WIDENING PROGRAM	2R	\$ 25,000	\$ -		\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
3	3	SUNRISE BLVD SHOULDER WIDENING (JL 00012-0601)	2R	\$ 3,825,000	\$ -		\$ 405,000	\$ -	\$ 3,420,000	\$ -	\$ 3,825,000
4	4	FREELAND MAIN ST OVERLAY SR525 TO HARBOR AVE (JL 01111-1002)	2R	\$ 50,000	\$ -		\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
5	5	SOUTH WHIDBEY INDUSTRIAL PARK RD (JL 00700-0102)	3R	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	7	SR 20 SHOULDER WIDENING RACE RD TO WELCHER RD PLUS (JL 01078-0203)	2R	\$ 1,080,000	\$ 4,320,000	STBG/DISC	\$ 864,000	\$ -	\$ 4,536,000	\$ -	\$ 5,400,000
7	12	MISC. INTERSECTION ALIGNMENT IMPROVEMENT PROJECTS	IS	\$ 20,000	\$ -		\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
8	13	SWEDE HILL RD / BURLEY RD INTERSECTION IMPROVEMENTS (JL 00601-1401)	IS	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
9	14	MONKEY HILL RD / HENNI RD REALIGNMENT (JL 01094-0001)	IS	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
10	15	EAST CAMANO DR / CROSS ISLAND RD INTERSECTION IMPROVEMENTS	IS	\$ 50,000	\$ 320,000	STBG	\$ 320,000	\$ 50,000	\$ -	\$ -	\$ 370,000
11	16	EAST CAMANO DR / MCELROY ROUNDABOUT (JL 01091-0901)	IS	\$ 60,000	\$ 400,000	STBG	\$ 460,000	\$ -	\$ -	\$ -	\$ 460,000
12	18	MISC R/W, MINOR SAFETY IMPROVEMENTS AND PROJECT DEVELOPMENT	Safety	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
13	19	EVALUATE HORIZONTAL CURVES FOR SAFETY IMPROVEMENTS	Safety	\$ 40,500	\$ 364,500	HSIP	\$ 64,800	\$ -	\$ 340,200	\$ -	\$ 405,000
14	21	GUARDRAIL INSTALLATION COUNTY-WIDE	Safety	\$ 10,000	\$ -		\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
15	22	COUNTYWIDE SPEED LIMIT EVALUATION	Safety	\$ 25,000	\$ -	HSIP	\$ 8,200	\$ -	\$ 16,800	\$ -	\$ 25,000
16	23	NON STANDARD GUARDRAIL REPLACEMENT - N CAMANO DR & UTSALADY DR	Safety	\$ -	\$ 1,089,000	HSIP	\$ 174,240	\$ -	\$ 914,760	\$ -	\$ 1,089,000
17	24	NON-COMPLIANT REG and WARN SIGN REPLACEMENT - COUNTY-WIDE	Safety	\$ -	\$ 490,000	HSIP	\$ 78,400	\$ -	\$ 411,600	\$ -	\$ 490,000
18	25	MISC. CULVERT REPLACEMENT PROJECTS	DR	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
19	26	SWANTOWN LAKE TIDE GATE REPLACEMENT (CULVERT #2647)	DR	\$ 1,200,000	\$ -		\$ 360,000	\$ -	\$ 840,000	\$ -	\$ 1,200,000
20	28	NORTH BLUFF RD CULVERT 1951 FISH PASSAGE	FP	\$ 9,000	\$ 36,000	CWU	\$ 20,000	\$ 25,000	\$ -	\$ -	\$ 45,000
21	29	UTSALADY @ OLSEN CULVERT REPLACEMENT, 774 AND 775	FP	\$ 5,000	\$ -		\$ 800	\$ -	\$ 4,200	\$ -	\$ 5,000
22	30	PENN COVE RD CULVERT REPLACEMENT NEAR RIEPMA AVE, 3352	FP	\$ 20,000	\$ -		\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 20,000
23	31	ANDERSON RD CULVERT REPLACEMENT, 271	FP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
24	32	HUMPHREY RD CULVERT REPLACEMENT, 281	FP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
25	33	WOODLAND BEACH RD DRAINAGE REPAIR (JL 00016-1901)	DR	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
26	34	KOONTZ RD CULVERT REPLACEMENT (NORTH WHIDBEY ISLAND)	DR	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
27	36	ROBINSON RD OUTFALL: Reduce localized flooding with drainage improvements	FP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
28	37	CARP CREEK VICINITY DRAINAGE IMPROVEMENTS	FP	\$ 100,000	\$ -		\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
29	38	SCATCHET HEAD DEEP CULVERT REPLACEMENTS (JL 00601-1001)	FP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
30	39	SOUTH CAMANO DEEP CULVERT REPLACEMENT (JL 00601-0801)	FP	\$ 5,000	\$ -		\$ 800	\$ -	\$ 4,200	\$ -	\$ 5,000
31	40	MISC TRAILS PROJECTS	P&T	\$ 50,000	\$ -		\$ 14,800	\$ 10,000	\$ -	\$ 25,200	\$ 50,000
32	41	KETTLES - FORT EBEL TRAIL CONNECTOR	P&T	\$ 40,000	\$ -	TA	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
33	42	CLINTON TO KEN'S CORNER TRAIL	P&T	\$ -	\$ 30,000	WA-Misc	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
34	43	RHODODENDRON PARK RD TO PATMORE RD TRAIL	P&T	\$ 120,000	\$ -		\$ 120,000	\$ -	\$ -	\$ -	\$ 120,000
				\$ 6,784,500	\$ 7,367,500		\$ 3,239,840	\$ 95,000	\$ 10,639,860	\$ 177,300	\$ 14,152,000
				14,152,000							



TRANSPORTATION IMPROVEMENT PLAN (TIP) 2026-2031

DRAFT TWO

WORK SESSION

AUGUST 6, 2025



PURPOSE:

- Present TIP edits from Draft #1 briefed at the 18 June 2025 Work Session
- Receive Commissioners direction in preparation for final Draft to brief at a future Public Hearing



2026 – 2031 PLANS

- Schedule and cost estimates changed from 2025-2030 TIP highlighted in red font (attached spread sheets)
 - Some projects completed in 2025 will close out in 2026 (\$5K in 2026 plans)
 - Funding still a challenge for high-cost projects (i.e. SR20 Shoulder Widening, Trails, Carp Creek)
 - Consider projects for State/Federal Grant opportunities, i.e. Surface Transportation Block Grant (STBG) funds
 - Removed costs for South Whidbey Industrial Park Road project as result of numerous landowners not willing to dedicate necessary private land for the public road
- Progressive development -- TIP and CWU Drafts to adjust per Commissioners direction in preparation for Public Hearings



TIP PROJECT SHEET 1 OF 5

Island County 2026-2031 Six Year Transportation Improvement Program

DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution: C - DRAFT (23 July 2025)

# (Non-Prioritized)	Project Name / Fund Description	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR TOTALS
		PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	
1	MISC. HMA STRUCTURAL OVERLAY: Annual asphalt paving on various roads as needed.																						
	CAPP	-	-	318	-	-	322	-	-	327	-	-	332	-	-	337	-	-	342	-	-	1,978	1,978
	Road	30	-	20	30	-	15	30	-	15	30	-	15	30	-	15	30	-	15	100	-	95	275
	PROJECT TOTAL	30	-	338	30	-	337	30	-	342	30	-	347	30	-	352	30	-	357	100	-	2,073	2,253
2	SHOULDER WIDENING PROGRAM: Ongoing program to cover design and right of way research of additional shoulder width																						
	Road	25	-	-	75	25	-	75	25	-	75	25	-	75	25	-	75	25	-	400	125	-	525
	PROJECT TOTAL	25	-	-	75	25	-	75	25	-	75	25	-	75	25	-	75	25	-	400	125	-	525
3	SUNRISE BOULEVARD SHOULDER WIDENING: Shoulder widening on Sunrise Boulevard from SR 532 to Russell Rd.																						
	Road	25	-	3,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	-	3,800	3,825
	PROJECT TOTAL	25	-	3,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	-	3,800	3,825
4	FREELAND MAIN ST OVERLAY SR525 TO HARBOR AVE																						
	Road	50	-	-	-	-	650	-	-	-	-	-	-	-	-	-	-	-	-	50	-	650	700
	RAP	-	-	-	-	-	1,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,300	1,300
	PROJECT TOTAL	50	-	-	-	-	1,950	-	-	-	-	-	-	-	-	-	-	-	-	50	-	1,950	2,000
5	SOUTH WHIDBEY INDUSTRIAL PARK ROAD: Provide public access to the light industrial zoned portion of Cranford Rd. (private) (Too many landowners not dedicating land)																						
	Disc	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Private	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECT TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	SCENIC HEIGHTS ROAD SHOULDER WIDENING: Shoulder widening on Scenic Heights Rd. from Monroe Landing Rd. to north of Balda Rd.																						
	Road	-	-	-	500	450	-	400	300	-	-	2,500	-	-	2,500	-	-	-	-	900	750	5,000	6,650
	PROJECT TOTAL	-	-	-	500	450	-	400	300	-	-	2,500	-	-	2,500	-	-	-	-	900	750	5,000	6,650
7	SR 20 SHOULDER WIDENING RACE RD TO WELCHER RD PLUS: Partner with WSDOT and grant to widen shoulders along SR 20 from Race Rd. to past Welcher Rd																						
	Road	-	-	1,080	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,080	1,080
	STEG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Grant	-	-	4,320	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,320	4,320
	PROJECT TOTAL	-	-	5,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,400	5,400
8	SWANTOWN ROAD SHOULDER WIDENING (NEAR OAK HARBOR, WHIDBEY ISLAND)																						
	Road	-	-	-	20	-	-	80	110	-	50	90	-	10	-	1,640	-	-	-	160	200	1,640	2,000
	Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Disc	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECT TOTAL	-	-	-	20	-	-	80	110	-	50	90	-	10	-	1,640	-	-	-	160	200	1,640	2,000

CAPP - County Arterial Preservation Program
CWU - Clean Water Utility
Disc - Discretionary

HSIP - Highway Safety Improvement Program
RAP - Rural Arterial Program
STBG - Surface Transportation Block Grant



TIP PROJECT SHEET 2 OF 5

Island County 2026-2031 Six Year Transportation Improvement Program

DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution: C - DRAFT (23 July 2025)

# (Non-Prioritized)	Project Name /	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR
	Fund Description	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	TOTALS
9	BAYVIEW ROAD SHOULDER WIDENING - SUNLIGHT DR TO EWING RD (CLINTON)																						
	Road				180	60		60	60		20	60		10	-	2,300	-	-	-	270	200	2,300	2,770
	Grant																			-	-	-	
	Disc																			-	-	-	
	PROJECT TOTAL	-	-	-	180	60	-	60	60	-	20	60	-	10	-	2,300	-	-	-	270	200	2,300	2,770
10	CULTUS BAY ROAD RECONSTRUCTION - BAILEY RD TO JEWETT RD (SOUTH WHIDBEY)																						
	Road				250	100		250	200		250					1,800			-	750	300	1,800	2,850
	Grant																			-	-	-	
	Disc																			-	-	-	
	PROJECT TOTAL	-	-	-	250	100	-	250	200	-	250	-	-	-	-	1,800	-	-	-	750	300	1,800	2,850
11	CULTUS BAY ROAD RECONSTRUCTION - FRENCH RD TO BAILEY RD (SOUTH WHIDBEY)																						
	Road				50			250	150		250	150		50		2,000			1,050	600	300	3,050	3,950
	Grant																			-	-	-	
	Disc																			-	-	-	
	PROJECT TOTAL	-	-	-	50	-	-	250	150	-	250	150	-	50	-	2,000	-	-	1,050	600	300	3,050	3,950
12 Intersections	MISC. INTERSECTION ALIGNMENT IMPROVEMENT PROJECTS: Improving safety by realigning intersections to close to perpendicular (minor projects)																						
	Road	20	-	-	10	30	50	10	30	50	10	30	50	10	30	50	10	30	50	70	150	290	510
	PROJECT TOTAL	20	-	-	10	30	50	10	30	50	10	30	50	10	30	50	10	30	50	70	150	290	510
13	SWEDE HILL ROAD / BURLEY ROAD INTERSECTION IMPROVEMENTS: Improve safety by realigning the Burley Road approach to Swede Hill Road																						
	Road	-	-	-	20	50	550	-	-	-	-	-	-	-	-	-	-	-	-	20	50	550	620
	PROJECT TOTAL	-	-	-	20	50	550	-	-	-	-	-	-	-	-	-	-	-	-	20	50	550	620
14	MONKEY HILL ROAD / HENNI ROAD REALIGNMENT: Improve safety by realigning the intersection (CN slid 1 year)																						
	Road	-	-	-	5	50	600	-	-	-	-	-	-	-	-	-	-	-	-	5	50	600	655
	PROJECT TOTAL	-	-	-	5	50	600	-	-	-	-	-	-	-	-	-	-	-	-	5	50	600	655
15	EAST CAMANO DRIVE / CROSS ISLAND ROAD INTERSECTION IMPROVEMENTS: Intersection improvements at East Camano Dr / Cross Island Rd / Arrowhead Rd																						
	Disc	-	-	-	-	-	2,360	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,360	
	Road	43	7	-	-	-	1,640	-	-	-	-	-	-	-	-	-	-	-	-	43	7	1,640	1,690
	STEG	277	43	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	277	43	-	320
	PROJECT TOTAL	320	50	-	-	-	4,000	-	-	-	-	-	-	-	-	-	-	-	-	320	50	4,000	4,370
16	EAST CAMANO DR/MCELROY ROUNDABOUT																						
	Road	60	-	-	25	50	-	-	-	-	-	2,000	-	-	-	-	-	-	-	85	50	2,000	2,135
	Disc	-	-	-	-	-	-	-	-	-	-	1,000	-	-	-	-	-	-	-	-	-	1,000	
	STEG	400	-	-	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	440	-	-	440
	PROJECT TOTAL	460	-	-	65	50	-	-	-	-	-	3,000	-	-	-	-	-	-	-	525	50	3,000	3,575



TIP PROJECT SHEET 3 OF 5

Island County 2026-2031 Six Year Transportation Improvement Program

DRAFT

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Resolution: C -

DRAFT (23 July 2025)

# (Non- Prioritized)	Project Name /	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR
	Fund Description	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	TOTALS
17	HEGGENES ROAD INTERSECTION RE-ALIGNMENTS: Improve safety by realigning Heggnes Rd. / Orr Rd																						
	Road																50	70		50	70		120
	PROJECT TOTAL																50	70		50	70		120
18	MISC. R/W, MINOR SAFETY IMPROVEMENTS AND PROJECT DEVELOPMENT: Small projects to improve safety, or initial project development																						
	Road				30	60	175	30	60	175	30	60	175	30	60	175	30	60	175	150	300	875	1,325
	PROJECT TOTAL				30	60	175	30	60	175	30	60	175	30	60	175	30	60	175	150	300	875	1,325
19	EVALUATE HORIZONTAL CURVES FOR SAFETY IMPROVEMENTS																						
	Road			41																		41	41
	HSIF			365																		365	365
	PROJECT TOTAL			405																		405	405
20	KAREN WAY SHOULDER STABILIZATION PHASE 2																						
	Road				100			50		500										150		500	650
	PROJECT TOTAL				100			50		500										150		500	650
21	GUARDRAIL INSTALLATION COUNTY-WIDE																						
	Road	10			20			20												50			50
	Grunt																						
	Disc																						
PROJECT TOTAL	10			20			20												50			50	
22	COUNTY-WIDE SPEED LIMIT EVALUATION																						
	Road	5		20																5		20	25
	PROJECT TOTAL	5		20																5		20	25
23	NON STANDARD GUARDRAIL REPLACEMENT - NORTH CAMANO DR & UTSALADY DR																						
	Road																						
	PROJECT TOTAL			1,089																		1,089	1,089
24	NON-COMPLIANT REGULATORY and WARNING SIGN REPLACEMENT - COUNTY-WIDE																						
	Road																						
	PROJECT TOTAL			490																		490	490
25	MISC. CULVERT REPLACEMENT PROJECTS: Maintain infrastructure by replacing aging culverts																						
	Road				25	50		25	50		25	50		25	50		25	50		125	250		375
	PROJECT TOTAL				25	50		25	50		25	50		25	50		25	50		125	250		375
26	SWANTOWN LAKE TIDE GATE REPLACEMENT (CULVERT #2647)																						
	Road	200		1,000																200		1,000	1,200
	PROJECT TOTAL	200		1,000																200		1,000	1,200



TIP PROJECT SHEET 4 OF 5

Island County 2026-2031 Six Year Transportation Improvement Program

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Resolution: C -

DRAFT (23 July 2025)

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction Dollars in \$1,000																							
# (Non-Prioritized)	Project Name / Fund Description	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR
		PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	TOTALS
27	WILDES RD AT QUADE CREEK FISH PASSAGE #575 (project slid one year)																						
	Road				70	5		130	35		20	-	570	-	-		-	-		220	40	570	830
	PROJECT TOTAL	-	-		70	5		130	35		20	-	570	-	-		-	-		220	40	570	830
28	NORTH BLUFF ROAD CULVERT 1951 FISH PASSAGE																						
	Road	4	5		8	10	124	-			-	-		-	-		-	-		12	15	124	151
	CWU	16	20		16	20	496	-			-	-		-	-		-	-		32	40	496	568
	PROJECT TOTAL	20	25		24	30	620	-			-	-		-	-		-	-		44	55	620	719
29	UTSALADY @ OLSEN CULVERT REPLACEMENT, 774 AND 775																						
	Road	5			-	-		-			-	-		-	-		-	-		5	-		5
	PROJECT TOTAL	5			-	-		-			-	-		-	-		-	-		5	-		5
30	PENN COVE RD CULVERT REPLACEMENT NEAR RIEPMA AVE, 3352																						
	Road	10	10		55	-	1,100	-			-	-		-	-		-	-		65	10	1,100	1,175
	PROJECT TOTAL	10	10		55	-	1,100	-			-	-		-	-		-	-		65	10	1,100	1,175
31	ANDERSON RD CULVERT REPLACEMENT, 271																						
	Road	-			150	45		80			-	-	1,500	-	-		-	-		230	45	1,500	1,775
	PROJECT TOTAL	-			150	45		80			-	-	1,500	-	-		-	-		230	45	1,500	1,775
32	HUMPHREY ROAD CULVERT REPLACEMENT, #281																						
	Road	-			155	45		109	45		-	-	225	-	-		-	-		264	90	225	579
	Disc	-			-			-			-	-	1,275	-	-		-	-		-	-	1,275	1,275
	PROJECT TOTAL	-			155	45		109	45		-	-	1,500	-	-		-	-		264	90	1,500	1,854
33	WOODLAND BEACH RD DRAINAGE REPAIR (JL#00016-1901)																						
	Road	-			1,000	-		-		3,000	-		-	-	-		-	-		1,000	-	3,000	4,000
	PROJECT TOTAL	-			1,000	-		-		3,000	-		-	-	-		-	-		1,000	-	3,000	4,000
34	KOONTZ ROAD CULVERT REPLACEMENT (NORTH WHIDBEY ISLAND)																						
	Road	-			-		450	-			-		-	-	-		-	-		-	-	450	450
	Grants	-			-			-			-		-	-	-		-	-		-	-	-	-
	PROJECT TOTAL	-			-		450	-			-		-	-	-		-	-		-	-	450	450
35	HUMPHREY ROAD CULVERT REPLACEMENT #289 and #290																						
	Road	-			30			100			50	10		40	30		10		1,730	230	40	1,730	2,000
	Grants	-			-			-			-		-	-	-		-	-		-	-	-	-
	PROJECT TOTAL	-			30			100			50	10		40	30		10		1,730	230	40	1,730	2,000



TIP PROJECT SHEET 5 OF 5

Island County 2026-2031 Six Year Transportation Improvement Program

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Resolution: C -

DRAFT (23 July 2025)

Resolution: C - DRAFT (25 July 2025)																																												
# (Non-Prioritized)	Project Name / Fund Description	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR TOTALS																					
		PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN																						
36	ROBINSON ROAD OUTFALL: Reduce localized flooding with drainage improvements																																											
	Road	-	-		200	40		-	-		-	-	1,000							200	40	1,000	1,240																					
	Disc				550	20		500	20		200		4,000							1,250	40	4,000	5,290																					
	CWU																			-	-																							
	PROJECT TOTAL	-	-		750	60		500	20		200	-	5,000		-	-		-	-	1,450	60	5,000	6,530																					
37	CARP CREEK VICINITY DRAINAGE IMPROVEMENTS																																											
	Road	100	-		300	250		100	-	500	-	-	500	-	-					500	250	1,000	1,750																					
	Disc					1,000			1,500	5,500			1,500							-	2,500	7,000	9,500																					
	PROJECT TOTAL	100	-		300	1,250		100	1,500	6,000		-	2,000		-	-		-	-	500	2,750	8,000	11,250																					
38	SCATCHET HEAD DEEP CULVERT REPLACEMENTS (00601-1001)																																											
	Road	-	-		240	55		20					2,000							260	55	2,000	2,315																					
	PROJECT TOTAL	-	-		240	55		20			-	-	2,000		-	-		-	-	260	55	2,000	2,315																					
	PROJECT TOTAL	-	-		240	55		20			-	-	2,000		-	-		-	-	260	55	2,000	2,315																					
39	SOUTH CAMANO DEEP CULVERT REPLACEMENT (JL# 006010801)																																											
	Road	-																		-	-																							
	PROJECT TOTAL	-																		-	-																							
	PROJECT TOTAL	-																		-	-																							
40	MISC. TRAILS PROJECTS: Small trail projects to improve or expand the trail system used for transportation																																											
	Road	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	60	60	180	300																					
	PROJECT TOTAL	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	60	60	180	300																					
	PROJECT TOTAL	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	10	10	30	60	60	180	300																					
41	KETTLES - FORT EBEE TRAIL CONNECTOR: Improvements to an existing trail connecting the paved portion of the Kettle Trail to Fort Ebey State Park																																											
	Roads	40																		40			40																					
	TA						93													-	-	93	93																					
	PROJECT TOTAL	40					93													40	-	93	133																					
42	CLINTON TO KEN'S CORNER TRAIL: New multi-use trail along SR 525 connecting Clinton to Langley Road																																											
	Road																			-	-																							
	WA-Misc	30								1,760			1,760							30		3,520	3,550																					
	Disc									4,240			4,240							-	-	8,480	8,480																					
	PROJECT TOTAL	30							-	6,000		-	6,000		-	-		-	30		12,000	12,030																						
43	RHODODENDRON PARK ROAD TO PATMORE ROAD TRAIL																																											
	Road	120			200	300			200										2,500	320	500	2,500	3,320																					
	Disc				50															50			50																					
	STBG																			-	-																							
	PROJECT TOTAL	120			250	300			200										2,500	370	500	2,500	3,370																					
Total		TIP TOTALS																					1,480	93	12,577	4,414	2,725	9,968	2,325	2,815	16,105	1,020	485	24,680	290	205	10,855	240	245	5,900	9,773	6,570	80,083	96,428
		14,152			17,107			21,249			26,185			11,350			6,385																											
		16,071																																										



2026 ANNUAL CONSTRUCTION PROGRAM

Item Number	6 Yr Rd Prgm Item #	Road / Project Name & Location	Works Codes	Source of Funds			Estimated Expenditures - Dollars				
				County Funds	Other Fund Amount	Other Fund Program Source	Prelim & Const Eng 59510	ROW 59520	Contract Const	County Forces Const	Grand Total All 595
1	1	MISC. HMA STRUCTURAL OVERLAY	HMA	\$ 50,000	\$ 318,000	CAPP/MVA	\$ 63,800	\$ -	\$ 152,100	\$ 152,100	\$ 368,000
2	2	SHOULDER WIDENING PROGRAM	2R	\$ 25,000	\$ -		\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
3	3	SUNRISE BLVD SHOULDER WIDENING (JL 00012-0601)	2R	\$ 3,825,000	\$ -		\$ 405,000	\$ -	\$ 3,420,000	\$ -	\$ 3,825,000
4	4	FREELAND MAIN ST OVERLAY SR525 TO HARBOR AVE (JL 01111-1002)	2R	\$ 50,000	\$ -		\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
5	5	SOUTH WHIDBEY INDUSTRIAL PARK RD (JL 00700-0102)	3R	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	7	SR 20 SHOULDER WIDENING RACE RD TO WELCHER RD PLUS (JL 01078-0203)	2R	\$ 1,080,000	\$ 4,320,000	STBG/DISC	\$ 864,000	\$ -	\$ 4,536,000	\$ -	\$ 5,400,000
7	12	MISC. INTERSECTION ALIGNMENT IMPROVEMENT PROJECTS	IS	\$ 20,000	\$ -		\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
8	13	SWEDE HILL RD / BURLEY RD INTERSECTION IMPROVEMENTS (JL 00601-1401)	IS	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
9	14	MONKEY HILL RD / HENNI RD REALIGNMENT (JL 01094-0001)	IS	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
10	15	EAST CAMANO DR / CROSS ISLAND RD INTERSECTION IMPROVEMENTS	IS	\$ 50,000	\$ 320,000	STBG	\$ 320,000	\$ 50,000	\$ -	\$ -	\$ 370,000
11	16	EAST CAMANO DR / MCELROY ROUNDABOUT (JL 01091-0901)	IS	\$ 60,000	\$ 400,000	STBG	\$ 460,000	\$ -	\$ -	\$ -	\$ 460,000
12	18	MISC R/W, MINOR SAFETY IMPROVEMENTS AND PROJECT DEVELOPMENT	Safety	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
13	19	EVALUATE HORIZONTAL CURVES FOR SAFETY IMPROVEMENTS	Safety	\$ 40,500	\$ 364,500	HSIP	\$ 64,800	\$ -	\$ 340,200	\$ -	\$ 405,000
14	21	GUARDRAIL INSTALLATION COUNTY-WIDE	Safety	\$ 10,000	\$ -		\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
15	22	COUNTYWIDE SPEED LIMIT EVALUATION	Safety	\$ 25,000	\$ -	HSIP	\$ 8,200	\$ -	\$ 16,800	\$ -	\$ 25,000
16	23	NON STANDARD GUARDRAIL REPLACEMENT - N CAMANO DR & UTSALADY DR	Safety	\$ -	\$ 1,089,000	HSIP	\$ 174,240	\$ -	\$ 914,760	\$ -	\$ 1,089,000
17	24	NON-COMPLIANT REG and WARN SIGN REPLACEMENT - COUNTY-WIDE	Safety	\$ -	\$ 490,000	HSIP	\$ 78,400	\$ -	\$ 411,600	\$ -	\$ 490,000
18	25	MISC. CULVERT REPLACEMENT PROJECTS	DR	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
19	26	SWANTOWN LAKE TIDE GATE REPLACEMENT (CULVERT #2647)	DR	\$ 1,200,000	\$ -		\$ 360,000	\$ -	\$ 840,000	\$ -	\$ 1,200,000
20	28	NORTH BLUFF RD CULVERT 1951 FISH PASSAGE	FP	\$ 9,000	\$ 36,000	CWU	\$ 20,000	\$ 25,000	\$ -	\$ -	\$ 45,000
21	29	UTSALADY @ OLSEN CULVERT REPLACEMENT, 774 AND 775	FP	\$ 5,000	\$ -		\$ 800	\$ -	\$ 4,200	\$ -	\$ 5,000
22	30	PENN COVE RD CULVERT REPLACEMENT NEAR RIEPMA AVE, 3352	FP	\$ 20,000	\$ -		\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 20,000
23	31	ANDERSON RD CULVERT REPLACEMENT, 271	FP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
24	32	HUMPHREY RD CULVERT REPLACEMENT, 281	FP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
25	33	WOODLAND BEACH RD DRAINAGE REPAIR (JL 00016-1901)	DR	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
26	34	KOONTZ RD CULVERT REPLACEMENT (NORTH WHIDBEY ISLAND)	DR	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
27	36	ROBINSON RD OUTFALL: Reduce localized flooding with drainage improvements	FP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
28	37	CARP CREEK VICINITY DRAINAGE IMPROVEMENTS	FP	\$ 100,000	\$ -		\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
29	38	SCATCHET HEAD DEEP CULVERT REPLACEMENTS (JL 00601-1001)	FP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
30	39	SOUTH CAMANO DEEP CULVERT REPLACEMENT (JL 00601-0801)	FP	\$ 5,000	\$ -		\$ 800	\$ -	\$ 4,200	\$ -	\$ 5,000
31	40	MISC TRAILS PROJECTS	P&T	\$ 50,000	\$ -		\$ 14,800	\$ 10,000	\$ -	\$ 25,200	\$ 50,000
32	41	KETTLES - FORT EBAY TRAIL CONNECTOR	P&T	\$ 40,000	\$ -	TA	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
33	42	CLINTON TO KEN'S CORNER TRAIL	P&T	\$ -	\$ 30,000	WA-Misc	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
34	43	RHODODENDRON PARK RD TO PATMORE RD TRAIL	P&T	\$ 120,000	\$ -		\$ 120,000	\$ -	\$ -	\$ -	\$ 120,000
				\$ 6,784,500	\$ 7,367,500		\$ 3,239,840	\$ 95,000	\$ 10,639,860	\$ 177,300	\$ 14,152,000
											14,152,000

HMA – Hot Mix Asphalt

2R – Resurfacing and Restoration

3R – Reconstruction, Rehabilitation, and Resurfacing

IS – Intersections

DR – Drainage

FP – Fish Passage

P&T – Paths and Trails



CWU PROJECT SHEET 1 OF 1

Island County 2026-2031 Six Year Clean Water Utility Plan (Draft 1)

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction Dollar in \$1,000

Resolution: C - 24 / R - 24

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction, (L) = Labor in \$1,000																							
#	Project Name/Fund Description	2026			2027			2028			2029			2030			2031			PHASE TOTAL			6 YEAR TOTALS
		PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	PE	RW	CN	
MISC. DRAINAGE PROJECTS: Ongoing efforts to improve drainage (minor projects)																							
1	CWU	12	10	70	12	10	70	12	10	70	12	10	70	12	10	70	12	5	70	72	55	420	547
	PROJECT TOTAL	12	10	70	12	10	70	12	10	70	12	10	70	12	10	70	12	5	70	72	55	420	547
EAST HARBOR ROAD AT GOSS LAKE FISH PASSAGE CULVERT: Replace aging culverts with a fish passage culvert																							
2	CWU	300	50	-	300	-	-	100	-	-	-	1,040	-	-	1,040	-	-	-	700	50	2,080	2,830	
	PROJECT TOTAL	300	50	-	300	-	-	100	-	-	-	1,040	-	-	1,040	-	-	-	700	50	2,080	2,830	
NORTH BLUFF ROAD AT CROSSCREEK WAY (PRIVATE) FISH PASSAGE CULVERT: Replace an aging culvert with a fish passage culvert																							
3	CWU	-	-	-	250	25	-	330	10	-	25	-	-	5	-	1,000	-	-	1,000	610	35	2,000	2,645
	PROJECT TOTAL	-	-	-	250	25	-	330	10	-	25	-	-	5	-	1,000	-	-	1,000	610	35	2,000	2,645
MIDVALE ROAD EAST OF MAXWELTON ROAD FISH PASSAGE CULVERT: Replace an aging culvert with a fish passage culvert																							
4	CWU	20	-	-	-	-	-	-	-	-	40	25	-	10	-	710	-	-	-	70	25	710	805
	PROJECT TOTAL	20	-	-	-	-	-	-	-	-	40	25	-	10	-	710	-	-	-	70	25	710	805
COLUMBIA BEACH ROAD FISH PASSAGE CULVERT: Replace an aging culvert with a fish passage culvert																							
5	CWU	-	-	-	50	25	-	5	-	664	-	-	-	-	-	-	-	-	55	25	664	744	
	PROJECT TOTAL	-	-	-	50	25	-	5	-	664	-	-	-	-	-	-	-	-	55	25	664	744	
NORTH BLUFF ROAD CULVERT 1951 FISH PASSAGE																							
6	Road	4	5	-	4	5	124	-	-	-	-	-	-	-	-	-	-	-	8	10	124	142	
	CWU	16	20	-	16	20	496	-	-	-	-	-	-	-	-	-	-	-	32	40	496	568	
	PROJECT TOTAL	20	25	-	20	25	620	-	-	-	-	-	-	-	-	-	-	-	40	50	620	710	
RACE ROAD FISH PASSAGE CULVERT #1893 ****project is grant dependent ****																							
7	Grant	105	-	-	85	-	-	85	-	663	-	-	-	-	-	-	-	-	275	-	663	938	
	CWU	20	-	-	15	-	-	15	-	117	-	-	-	-	-	-	-	-	50	-	117	167	
	PROJECT TOTAL	125	-	-	100	-	-	100	-	780	-	-	-	-	-	-	-	-	325	-	780	1,105	
EDGECLIFF DRIVE OUTFALL: Complete / upgrade aging temporary outfall installation																							
8	CWU	5	-	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5	10	
	PROJECT TOTAL	5	-	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5	10	
BONNIE VIEW ACRES ROAD NORTH OUTFALL																							
9	CWU	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5	10	
	PROJECT TOTAL	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5	10	
SHORE MEADOWS ROAD OUTFALL REPLACEMENT (#2193 AND #2194)																							
10	CWU	10	-	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	-	24	26	
	PROJECT TOTAL	10	-	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	-	24	26	
Total	CWU TOTALS	497	85	320	732	85	690	547	20	1,514	70	35	1,110	20	10	2,820	12	5	1,070	1,902	240	7,534	9,676
		902			1,507			2,081			2,220			2,857			1,087						

Annual Average

1,609



RECOMMENDATION:

Insert Commissioners comments received during this Work Session into TIP and move to Consent to set a Public Hearing

QUESTIONS

Table 1
2026 Proposed Schedule of Capital Expenditures
(Costs in thousands of dollars)

C- -25/R- -25

2026 Funding Sources										
2026 Project Descriptions (not in order of priority)	134 Real Estate Excise Tax # 1	135 Real Estate Excise Tax # 2	132 Conserv. Futures Fund	101 Road Fund	501 ER&R Fund	401 Solid Waste Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
T-1 Public Works	\$ 65.0	\$ 170.0		\$ 375.8	\$ 49.0	\$ 158.0	\$ 54.0	\$ 37.0	CE/Parks	\$ 908.8
T-2 Facilities	\$ 237.2									\$ 237.2
T-3 Parks Maintenance		\$ 436.1	\$ 150.0							\$ 586.1
R-1 Solid Waste Loan Repayment to Road Fund						\$ 644.0				\$ 644.0
O-1 Freeland Wastewater Treatment Feasibility Study	\$ -									\$ -
O-2 Parks - Open Space Acquisitions										\$ -
O-3 Parks Capital Improvement Plan		\$ 731.5								\$ 731.5
O-4 Transportation Improvement Program				\$ 14,152.0						\$ 14,152.0
O-5 Clean Water Utility Program				\$ 9.0			\$ 788.0	\$ 105.0	Grant	\$ 902.0
O-6 Facilities Department Program	\$ 2,646.0	\$ 190.0								\$ 2,836.0
O-7 Roads Facilities Capital Improvement					\$ 125.0					\$ 125.0
O-8 Solid Waste Capital Improvement Program						\$ 235.0				\$ 235.0
O-9 IT Department Capital Improvement Program								\$ 516.7	CE & Dept Fund	\$ 516.7
Total Expenditures	\$ 2,948.2	\$ 1,527.6	\$ 150.0	\$ 14,536.8	\$ 174.0	\$ 1,037.0	\$ 842.0	\$ 658.7		\$ 21,874.3

Legend:
T = Transfer, P = Project, O = Ongoing Projects

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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

MEMORANDUM

August 6, 2025

TO: Board of County Commissioners - Island County

FROM: Fred Snoderly, Director

RE: 2026-2031 Proposed Capital Improvement Program (CIP)

Facilities, IT and Public Works have all discussed individual CIP projects with the Board at previous work sessions. The schedules of capital expenditures for the combined Capital Improvement Program includes information from the Transportation Improvement Plan and the Clean Water Utility Plan.

NEXT STEPS: Schedule to set for a Public Hearing and adoption.

BACKGROUND: The Capital Improvement Program (CIP) is the county government's six-year plan of community investment projects for unincorporated areas of Island County. It includes projects from the Public Works Department, Facilities Department and Information Technology Department. The CIP is part of the Capital Facilities Plan (CFP-element 10A of the 2016 Comprehensive Plan Update) which ensures that the county's public facilities and services keep up with population growth. The plan is reviewed and updated annually with the County's annual budget, as element 10B of the County's Comprehensive Plan.

The planning document includes estimated proposed dates, costs, and methods of financing roads facilities, solid waste, parks, stormwater, and government and public services buildings. This plan is long range in scope, because implementing capital improvements typically requires multi-year commitments of financial resources. The planning is also complex, requiring each department of the County to focus on projects under their jurisdiction, while coordinating with the BoCC and other County departments.

Table 1
2026 Proposed Schedule of Capital Expenditures
(Costs in thousands of dollars)

C- -25/R- -25

2026 Funding Sources											
2026 Project Descriptions (not in order of priority)		134 Real Estate Excise Tax # 1	135 Real Estate Excise Tax # 2	132 Conserv. Futures Fund	101 Road Fund	501 ER&R Fund	401 Solid Waste Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
T-1	Public Works	\$ 65.0	\$ 170.0		\$ 375.8	\$ 49.0	\$ 158.0	\$ 54.0	\$ 37.0	CE/Parks	\$ 908.8
T-2	Facilities	\$ 237.2									\$ 237.2
T-3	Parks Maintenance		\$ 436.1	\$ 150.0							\$ 586.1
R-1	Solid Waste Loan Repayment to Road Fund						\$ 644.0				\$ 644.0
O-1	Freeland Wastewater Treatment Feasibility Study	\$ -									\$ -
O-2	Parks - Open Space Acquisitions										\$ -
O-3	Parks Capital Improvement Plan		\$ 731.5								\$ 731.5
O-4	Transportation Improvement Program				\$ 14,152.0						\$ 14,152.0
O-5	Clean Water Utility Program				\$ 9.0			\$ 788.0	\$ 105.0	Grant	\$ 902.0
O-6	Facilities Department Program	\$ 2,646.0	\$ 190.0								\$ 2,836.0
O-7	Roads Facilities Capital Improvement					\$ 125.0					\$ 125.0
O-8	Solid Waste Capital Improvement Program						\$ 235.0				\$ 235.0
O-9	IT Department Capital Improvement Program								\$ 516.7	CE & Dept Fund	\$ 516.7
Total Expenditures		\$ 2,948.2	\$ 1,527.6	\$ 150.0	\$ 14,536.8	\$ 174.0	\$ 1,037.0	\$ 842.0	\$ 658.7		\$ 21,874.3

Legend:
T = Transfer, P = Project, O = Ongoing Projects

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Table 2
2027 Proposed Schedule of Capital Expenditures
(Costs in thousands of dollars)

C- -25/R- -25

2027 Funding Sources											
2027 Project Descriptions (not in order of priority)		134 Real Estate Excise Tax # 1	135 Real Estate Excise Tax # 2	132 Conserv. Futures Fund	101 Road Fund	501 ER&R Fund	401 Solid Waste Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
T-1	Public Works	\$ 65.0	\$ 170.0		\$ 386.0	\$ 49.0	\$ 158.0	\$ 54.0	\$ 37.0	CE/Parks	\$ 919.0
T-2	Facilities	\$ 118.6									\$ 118.6
T-3	Parks Maintenance		\$ 436.1	\$ 150.0							\$ 586.1
R-1	Solid Waste Loan Repayment to Road Fund										\$ -
O-1	Freeland Wastewater Treatment Feasibility Study	\$ 150.0									\$ 150.0
O-2	Parks - Open Space Acquisitions										\$ -
O-3	Parks Capital Improvement Plan		\$ 7,611.0						\$ 220.0	Other sources	\$ 7,831.0
O-4	Transportation Improvement Program				\$ 17,107.0						\$ 17,107.0
O-5	Clean Water Utility Program				\$ 133.0			\$ 1,289.0	\$ 85.0	Grant	\$ 1,507.0
O-6	Facilities Department Program	\$ 1,323.0	\$ 160.0								\$ 1,483.0
O-7	Roads Facilities Capital Improvement					\$ 145.0					\$ 145.0
O-8	Solid Waste Capital Improvement Program						\$ 85.0		\$ 2,350.0	Loans & Grants	\$ 2,435.0
O-9	IT Department Capital Improvement Program								\$ 622.3	CE & Dept Funds	\$ 622.3
Total Expenditures		\$ 1,656.6	\$ 8,377.1	\$ 150.0	\$ 17,626.0	\$ 194.0	\$ 243.0	\$ 1,343.0	\$ 3,314.3		\$ 32,904.0

Legend:
T = Transfer, P = Project, O = Ongoing Projects

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Table 3
2028 Proposed Schedule of Capital Expenditures
(Costs in thousands of dollars)

C- -25/R- -25

2028 Funding Sources										
2028 Project Descriptions (not in order of priority)	134 Real Estate Excise Tax # 1	135 Real Estate Excise Tax # 2	132 Conserv. Futures Fund	101 Road Fund	501 ER&R Fund	401 Solid Waste Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
T-1 Public Works	\$ 65.0	\$ 170.0		\$ 386.0	\$ 49.0	\$ 158.0	\$ 54.0	\$ 37.0	CE/Parks	\$ 919.0
T-2 Facilities	\$ 118.6									\$ 118.6
T-3 Parks Maintenance		\$ 436.1	\$ 150.0							\$ 586.1
R-1 Solid Waste Loan Repayment to Road Fund										\$ -
O-1 Freeland Wastewater Treatment Feasibility Study										\$ -
O-2 Parks - Open Space Acquisitions										\$ -
O-3 Parks Capital Improvement Plan		\$ 470.0								\$ 470.0
O-4 Transportation Improvement Program				\$ 21,249.0						\$ 21,249.0
O-5 Clean Water Utility Program							\$ 1,333.0	\$ 748.0	Grant	\$ 2,081.0
O-6 Facilities Department Program	\$ 2,912.0	\$ 160.0								\$ 3,072.0
O-7 Roads Facilities Capital Improvement					\$ 120.5					\$ 120.5
O-8 Solid Waste Capital Improvement Program						\$ 85.0		\$ 7,400.0	Loans & Grants	\$ 7,485.0
O-9 IT Department Capital Improvement Program								\$ 587.1	CE & Dept Funds	\$ 587.1
Total Expenditures	\$ 3,095.6	\$ 1,236.1	\$ 150.0	\$ 21,635.0	\$ 169.5	\$ 243.0	\$ 1,387.0	\$ 8,772.1		\$ 36,688.3

Legend:
T = Transfer, P = Project, O = Ongoing Projects

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Table 4
2029 Proposed Schedule of Capital Expenditures
(Costs in thousands of dollars)

C- -25/R- -25

2029 Funding Sources										
2029 Project Descriptions (not in order of priority)	134 Real Estate Excise Tax # 1	135 Real Estate Excise Tax # 2	132 Conserv. Futures Fund	101 Road Fund	501 ER&R Fund	401 Solid Waste Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
T-1 Public Works	\$ 65.0	\$ 170.0		\$ 386.0	\$ 49.0	\$ 158.0	\$ 54.0	\$ 37.0	CE/Parks	\$ 919.0
T-2 Facilities	\$ 118.6									\$ 118.6
T-3 Parks Maintenance		\$ 436.1	\$ 150.0							\$ 586.1
R-1 Solid Waste Loan Repayment to Road Fund										\$ -
O-1 Freeland Wastewater Treatment Feasibility Study										\$ -
O-2 Parks - Open Space Acquisitions			\$ 500.0							\$ 500.0
O-3 Parks Capital Improvement Plan		\$ 860.0								\$ 860.0
O-4 Transportation Improvement Program				\$ 26,185.0						\$ 26,185.0
O-5 Clean Water Utility Program							\$ 1,222.0			\$ 1,222.0
O-6 Facilities Department Program	\$ 1,365.0	\$ 155.0								\$ 1,520.0
O-7 Roads Facilities Capital Improvement					\$ 151.6					\$ 151.6
O-8 Solid Waste Capital Improvement Program						\$ 85.0		\$ 4,000.0	Loans & Grants	\$ 4,085.0
O-9 IT Department Capital Improvement Program								\$ 685.6	CE & Dept Funds	\$ 685.6
Total Expenditures	\$ 1,548.6	\$ 1,621.1	\$ 650.0	\$ 26,571.0	\$ 200.6	\$ 243.0	\$ 1,276.0	\$ 4,722.6		\$ 36,832.9

Legend:

T = Transfer, P = Project, O = Ongoing Projects

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Table 5
2030 Proposed Schedule of Capital Expenditures
(Costs in thousands of dollars)

C- -25/R- -25

2030 Funding Sources										
2030 Project Descriptions (not in order of priority)	134 Real Estate Excise Tax # 1	135 Real Estate Excise Tax # 2	132 Conserv. Futures Fund	101 Road Fund	501 ER&R Fund	401 Solid Waste Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
T-1 Public Works	\$ 65.0	\$ 170.0		\$ 386.0	\$ 49.0	\$ 158.0	\$ 54.0	\$ 37.0	CE/Parks	\$ 919.0
T-2 Facilities	\$ 118.6									\$ 118.6
T-3 Parks Maintenance		\$ 436.1	\$ 150.0							\$ 586.1
R-1 Solid Waste Loan Repayment to Road Fund										\$ -
O-1 Freeland Wastewater Treatment Feasibility Study										\$ -
O-2 Parks - Open Space Acquisitions			\$ 500.0							\$ 500.0
O-3 Parks Capital Improvement Plan		\$ 225.0								\$ 225.0
O-4 Transportation Improvement Program				\$ 11,350.0						\$ 11,350.0
O-5 Clean Water Utility Program							\$ 2,857.0			\$ 2,857.0
O-6 Facilities Department Program	\$ 1,413.0	\$ 240.0								\$ 1,653.0
O-7 Roads Facilities Capital Improvement					\$ 100.0					\$ 100.0
O-8 Solid Waste Capital Improvement Program						\$ 85.0				\$ 85.0
O-9 IT Department Capital Improvement Program								\$ 1,019.8	CE & Dept Funds	\$ 1,019.8
Total Expenditures	\$ 1,596.6	\$ 1,071.1	\$ 650.0	\$ 11,736.0	\$ 149.0	\$ 243.0	\$ 2,911.0	\$ 1,056.8		\$ 19,413.5

Legend:
T = Transfer, P = Project, O = Ongoing Projects

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Table 6
2031 Proposed Schedule of Capital Expenditures
(Costs in thousands of dollars)

C- -25/R- -25

2031 Funding Sources											
2031 Project Descriptions (not in order of priority)		134 Real Estate Excise Tax # 1	135 Real Estate Excise Tax # 2	132 Conserv. Futures Fund	101 Road Fund	501 ER&R Fund	401 Solid Waste Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
T-1	Public Works	\$ 65.0	\$ 170.0		\$ 386.0	\$ 49.0	\$ 158.0	\$ 54.0	\$ 37.0	CE/Parks	\$ 919.0
T-2	Facilities	\$ 118.6									\$ 118.6
T-3	Parks Maintenance		\$ 436.1	\$ 150.0							\$ 586.1
R-1	Solid Waste Loan Repayment to Road Fund										\$ -
O-1	Freeland Wastewater Treatment Feasibility Study										\$ -
O-2	Parks - Open Space Acquisitions			\$ 500.0							\$ 500.0
O-3	Parks Capital Improvement Plan		\$ 550.0								\$ 550.0
O-4	Transportation Improvement Program				\$ 6,385.0						\$ 6,385.0
O-5	Clean Water Utility Program							\$ 1,087.0			\$ 1,087.0
O-6	Facilities Department Program	\$ 1,668.0	\$ 180.0								\$ 1,848.0
O-7	Roads Facilities Capital Improvement					\$ 80.0					\$ 80.0
O-8	Solid Waste Capital Improvement Program						\$ 85.0				\$ 85.0
O-9	IT Department Capital Improvement Program								\$ 496.1	CE & Dept Funds	\$ 496.1
Total Expenditures		\$ 1,851.6	\$ 1,336.1	\$ 650.0	\$ 6,771.0	\$ 129.0	\$ 243.0	\$ 1,141.0	\$ 533.1		\$ 12,654.8

Legend:
T = Transfer, P = Project, O = Ongoing Projects

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Table 7
2026 through 2031

C- -25/R- -25

Proposed Schedule of Capital Expenditures by Year
(Costs in thousands of dollars)

	Project Descriptions (not in order of priority)	2026	2027	2028	2029	2030	2031	Total
T-1	Public Works	\$ 908.8	\$ 919.0	\$ 919.0	\$ 919.0	\$ 919.0	\$ 919.0	\$ 5,503.8
T-2	Facilities	\$ 237.2	\$ 118.6	\$ 118.6	\$ 118.6	\$ 118.6	\$ 118.6	\$ 830.2
T-3	Parks Maintenance	\$ 586.1	\$ 586.1	\$ 586.1	\$ 586.1	\$ 586.1	\$ 586.1	\$ 3,516.6
R-1	Solid Waste Loan Repayment to Road Fund	\$ 644.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 644.0
O-1	Freeland Wastewater Treatment Feasibility Study	\$ -	\$ 150.0	\$ -	\$ -	\$ -	\$ -	\$ 150.0
O-2	Parks - Open Space Acquisitions	\$ -	\$ -	\$ -	\$ 500.0	\$ 500.0	\$ 500.0	\$ 1,500.0
O-3	Parks Capital Improvement Plan	\$ 731.5	\$ 7,831.0	\$ 470.0	\$ 860.0	\$ 225.0	\$ 550.0	\$ 10,667.5
O-4	Transportation Improvement Program	\$ 14,152.0	\$ 17,107.0	\$ 21,249.0	\$ 26,185.0	\$ 11,350.0	\$ 6,385.0	\$ 96,428.0
O-5	Clean Water Utility Program	\$ 902.0	\$ 1,507.0	\$ 2,081.0	\$ 1,222.0	\$ 2,857.0	\$ 1,087.0	\$ 9,656.0
O-6	Facilities Department Program	\$ 2,836.0	\$ 1,483.0	\$ 3,072.0	\$ 1,520.0	\$ 1,653.0	\$ 1,848.0	\$ 12,412.0
O-7	Roads Facilities Capital Improvement	\$ 125.0	\$ 145.0	\$ 120.5	\$ 151.6	\$ 100.0	\$ 80.0	\$ 722.1
O-8	Solid Waste Capital Improvement Program	\$ 235.0	\$ 2,435.0	\$ 7,485.0	\$ 4,085.0	\$ 85.0	\$ 85.0	\$ 14,410.0
O-9	IT Department Capital Improvement Program	\$ 516.7	\$ 622.3	\$ 587.1	\$ 685.6	\$ 1,019.8	\$ 496.1	\$ 3,927.6
Total Expenditures		\$ 21,874.3	\$ 32,904.0	\$ 36,688.3	\$ 36,832.9	\$ 19,413.5	\$ 12,654.8	\$ 160,367.8
								\$ 160,367.8

Legend:

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Table 8
2026 through 2031
Proposed Schedule of Capital Expenditures by Funding Source
(Costs in thousands of dollars)

C- -25/R- -25

Project Descriptions (not in order of priority)		134 Real Estate Excise Tax # 1	135 Real Estate Excise Tax # 2	132 Conserv. Futures Fund	101 Road Fund	501 ER&R Fund	401 Solid Waste Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
T-1	Public Works	\$ 390.0	\$ 1,020.0	\$ -	\$ 2,305.8	\$ 294.0	\$ 948.0	\$ 324.0	\$ 222.0	CE/Parks	\$ 5,503.8
T-2	Facilities	\$ 830.2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 830.2
T-3	Parks Maintenance	\$ -	\$ 2,616.6	\$ 900.0	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,516.6
R-1	Solid Waste Loan Repayment to Road Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 644.0	\$ -	\$ -		\$ 644.0
O-1	Freeland Wastewater Treatment Feasibility Study	\$ 150.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 150.0
O-2	Parks - Open Space Acquisitions	\$ -	\$ -	\$ 1,500.0	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,500.0
O-3	Parks Capital Improvement Plan	\$ -	\$ 10,447.5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220.0		\$ 10,667.5
O-4	Transportation Improvement Program	\$ -	\$ -	\$ -	\$ 96,428.0	\$ -	\$ -	\$ -	\$ -		\$ 96,428.0
O-5	Clean Water Utility Program	\$ -	\$ -	\$ -	\$ 142.0	\$ -	\$ -	\$ 8,576.0	\$ 938.0		\$ 9,656.0
O-6	Facilities Department Program	\$ 11,327.0	\$ 1,085.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 12,412.0
O-7	Roads Facilities Capital Improvement	\$ -	\$ -	\$ -	\$ -	\$ 722.1	\$ -	\$ -	\$ -		\$ 722.1
O-8	Solid Waste Capital Improvement Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660.0	\$ -	\$ 13,750.0		\$ 14,410.0
O-9	IT Department Capital Improvement Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,927.6	CE & Dept Funds	\$ 3,927.6
Total Expenditures		\$ 12,697.2	\$ 15,169.1	\$ 2,400.0	\$ 98,875.8	\$ 1,016.1	\$ 2,252.0	\$ 8,900.0	\$ 19,057.6		\$ 160,367.8

Legend:
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BOARD OF ISLAND COUNTY COMMISSIONERS
BUDGET WORKSHOP DISCUSSION
AUGUST 6, 2025 @ 2:00 P.M.
Board of County Commissioners Hearing Room (Room 102B), 1 NE 6th Street, Coupeville, WA

AUGUST 6, 2025, 2:00 P.M.

BUDGET WORKSHOP

Discussion of the 2026 Budget to include:

- Sheriff's Office

Those interested in attending the meeting virtually please contact the Commissioners' Office at biccsec@islandcountywa.gov or call (360) 679-7354.

[2026 Budget Workshop Schedule](#)

Jennifer Roll, Clerk of the Board of County Commissioners (360) 679-7385