

INTERAGENCY AGREEMENT IAA25666
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SNOHOMISH COUNTY DISTRICT COURT

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Snohomish County District Court (Court), (individually known as “party” and collectively as “parties”).

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to create a short-term post-charging pretrial services pilot program in the rural community of Arlington.

II. SCOPE OF WORK

The Court shall:

A. Use funds as follows:

- Support equipment and technology costs such as laptops for supporting/coordination efforts - \$3,500
- Costs related to training and development needs such as workshops, conferences, certifications, etc. - \$3,500
- Costs for supporting participant resources such as costs for assessments/services, printed items, homeless kits, workbooks, dry goods, etc. - \$5,000
- AOC PM referenced on section XVIII shall be contacted via email to receive guidance/clearance if cost description is not mentioned above and Court is uncertain about the purchase of goods/services associated to the purpose of this agreement.
- Any unspent funds can be reallocated by Court for training which relates to pretrial fundamentals and organization development. If there are remaining funds after this action has taken place, these will be reallocated by AOC through the Revenue Sharing process detailed in section VI of this agreement.

B. Work collaboratively with AOC and the technical assistance team to launch a pilot for a short-term post-charging pre-trial services pilot program.

C. Participate in virtual zoom calls on a monthly basis with AOC as part of technical assistance support to ensure best practices.

D. Submit monthly invoices for reimbursement of costs associated with equipment and technology, staffing a part time position, participant resources, and training and development/consulting needs.

E. Submit monthly data reports that reflect how use of grant funds impacted their court in the rural community of Arlington.

III. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance under this Agreement shall be in effect from January 1, 2025, and continue through June 30, 2025, unless terminated sooner as provided herein or extended in writing by mutual agreement between the parties.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court a total compensation not to exceed **twelve thousand dollars (\$12,000.00)** for payments made by the Court during the period from January 1, 2025, through June 30, 2025, related to the purpose of this agreement.
- B. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- C. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Scope of Work.

Funds cannot be used for:

- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be new employee to be eligible for funding).
- Program incentives that constitute a gift or reward.
- Items and activities outside of the cost categories in the Court's contract.

V. BILLING PROCEDURES

Court will submit invoices properly prepared state form A-19s via email to AOC Financial Services at payables@courts.wa.gov. Invoice shall be submitted to AOC for expenditures monthly or quarterly. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance and may result in delays in funding. Payments made by AOC within 30 days of receipt of a properly completed A-19 invoice shall be deemed timely. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number: IAA25666.
- B. Court name, address, phone number.
- C. Court Federal Tax Identification Number.
- D. Description of Services provided.
- E. Date(s) Services provided.
- F. Total Invoice Price.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

No payments in advance or in anticipation of services or supplies to be provided under

this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025, that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement for its scope, then the AOC may increase the Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a final revenue sharing A-19 to payables@courts.wa.gov by July 31, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. 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.

X. RECORDS, DOCUMENTS, AND REPORTS

The Court 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 agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court 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.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice 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 this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not 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.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Yvonne Jones PO Box 41170 Olympia, WA 98504-1170 Yvonne.jones@courts.wa.gov (360) 704-5564	Jennifer Crossen 3000 Rockefeller Ave M/S 508 Everett, WA 98201 Jennifer.Crossen@snoco.org (360) 805-6781

XIX. ENTIRE AGREEMENT

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 are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Snohomish County District Court

Signature

Date

Signature

Date

Kerra Lynch

Name

Name

Associate Director/ Management
Services Division

Title

Title