



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3489
AND
SNOHOMISH COUNTY DISTRICT COURT
FOR
POST-CONVICTION ALTERNATIVES TO INCARCERATION**

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 Snohomish County District Court, referred to as “Court”. The AOC and the Court may be referred to individually as a “Party” and collectively as the “Parties”.

2. PURPOSE

The purpose of this Agreement is to provide pass through funding to the intended Courts or agencies to support expansion of access to post-conviction alternatives to incarceration, with emphasis on ensuring equitable opportunities for indigent individuals to pursue sentencing options beyond full confinement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use the funds in accordance with AOC’s award letter issued to Court and the Appendix of this Agreement for post-conviction incarceration initiatives.

- b. Ensure funds are secured from Court's local funding authority prior to the start of performance of this agreement. Funds will be reimbursed to the Court by AOC in accordance with section 6 of this agreement.
- c. Attend one of two onboarding sessions to address requirements of the awarded funding, including: disbursement of funds, meeting schedule through fiscal year 2026, track and provide monthly data outcomes on the provided form or agreed upon method, contracting with AOC and the forms and process for obtaining reimbursement.
- d. Meet with AOC monthly for technical assistance.
- e. Reallocate unspent funds for training related to post-conviction and organization development. If there are any remaining funds after this action has taken place, these funds will be reallocated through Revenue Sharing process (refer to section 7).
- f. Provide data reports no later the tenth day (10th) of each month. These should be submitted alongside the A19 to the AOC Staff Program Manager via email.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 07/01/2026, and end on 06/30/2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court total compensation not to exceed **\$7,500** for payments made during the period from 07/01/2026, through 06/30/2027, related to the purpose of this agreement.

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 Court 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 Court for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Contract Number: AOC3489
- Court 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.

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. If AOC determines the Court may not spend all funds or spend more funds available under the Agreement, then AOC may reduce or increase the Agreement amount. AOC PM will notify the Court that funding will be reallocated.
- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 to AOC Program Manager by July 15, 2027.

8. AGREEMENT MANAGEMENT

The AOC Program Managers and Court 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 Managers	Court Program Manager
Jennefer Johnson PO Box 41170 Olympia, WA 98504-1170 Jennefer.Johnson@courts.wa.gov (360) 704-4079 Lillian Hawkins Lillian.Hawkins@courts.wa.gov (360) 704-5562	Lindsey Diederichs 3000 Rockefeller Ave Everett, WA 98292 lindsey.diederichs@snoco.org (425) 388-5007

9. RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. 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 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 Court 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](#).

10. 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.

11. 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.

12. 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.

13. 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 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.
- 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 Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. 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 Court a minimum of seven (7) calendar days before the suspension date. Court 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**

SNOHOMISH COUNTY DISTRICT COURT POST-CONVICTION ALTERNATIVES TO INCARCERATION

Signature

Date

Signature

Date

Kerra Lynch

Name

Alessandra Szebenyi

Name

Associate Director, MSD

Title

Executive Director

Title

Appendix A. Use of Funds for Post-Conviction Alternatives to Incarceration

In accordance with language in the award letter individually issued and distributed to Court, funds under this Agreement may be used for one of the following:

Court Specific needs	Funding Options
	EHM, SCRAM, bus passes, MRT, evaluations, DV MRT, drug testing, and ignition interlock.
	Testing, treatment and implementation of those services by court specialist.
	SCRAM, EHM, Victim panels, MRT, anger management, theft class and evaluations
	Consultant Assessment, CAP infrastructure, materials, training and translation/communication tools.
	DV/MRT and class expansion.
	DV/ MRT, EHM and SCRAM.
	Transportation, evaluations, SCRAM and IID.
	EHM, SCRAM, assessments, treatment and testing for drugs and alcohol.
	A/DIS, DV MRT training and materials, victim impact panel and staff to help implement.
	Victim Impact, pocketalk, and bus vouchers.
	DV MRT, Impact panels and motivational interviewing.
	EHM, SCRAM, Treatment, and transportation.
	EHM, MRT, Training, IID and alcohol monitoring.
	Developing a statewide application.
	MRT, EHM, Victim impact panel, and evaluations.
	EHM, SCRAM, IID, Testing, Treatment and MRT.
	EHM and related monitoring services.
√	MRT, Evaluations, victim panels, transportation and training.
	DVMRT training and classes, as well as transportation supports.
	APPA certification program.
	EHM and related monitoring services.
	Post-conviction management tools such as Carey Guides.
	DV MRT workbooks, interpreter.
	EHM, IID, DVMRT, transportation and evaluations.
	IID, licensing, DV treatment and assessments.
	Behavioral modification clinic supplies and materials, as well as staff support to implement.

In addition to the specific use listed for Court in the award letter, funds shall also be allowed for the following without prior AOC approval:

- NAPSA membership, NAPSA certification test, bus passes, Drug testing, alcohol monitoring, EHM, software, technology, hygiene kits, supportive services, evaluations and training.