

**INTERAGENCY AGREEMENT – IAA25591
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SNOHOMISH COUNTY SUPERIOR COURT
FOR THE PROTECTION ORDER REIMBURSEMENT AND TRAINING (PORT) PROJECT**

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

I. DEFINITIONS

For the purposes of this agreement the following definitions shall apply:

- A. Civil Protection Order includes domestic violence protection orders, sexual assault protection orders, stalking protection orders, anti-harassment orders, vulnerable adult protection orders, and extreme risk protection orders as per Chapter [7.105 RCW](#).
- B. Pro tem(s) refers to judges and commissioners pro tempore, otherwise known as temporary judges or commissioners who are members of the legal community that offer their services to act as a judicial officer in civil cases in exchange for a fee.

II. PURPOSE

This Agreement will reimburse courts for actual costs and expenses that are not covered by another state or federal funding source to provide pro tem coverage of Civil Protection Orders (CPO) hearings and costs associated with providing relevant civil protection order training of pro tems.

III. DESCRIPTION OF SERVICES

Court will be required to:

- A. Submit a list of the names and email addresses for pro tems who cover protection order hearings to AOC by November 30, 2024.
- B. Update the PORT Project Coordinator if new pro tems join their list through June 30, 2025.
- C. Provide information about any training provided to or required of their pro tems by November 30, 2024.
- D. Provide pro tem coverage of CPO hearings as needed by Court through June 30, 2025.
 - 1. Pro tems who will be covering protection order hearings must complete AOC eLearning modules on Gender-Based Violence Dynamics and Coercive Control via the Learning Management System (LMS) by December 31, 2024.
 - 2. Courts will not be reimbursed via the PORT Project for pro tem coverage by pro tems who have not completed these training modules.
 - 3. Courts will not be reimbursed for pro tem coverage paid by other state funding sources.

IV. PERIOD OF PERFORMANCE

Performance under this Agreement begins on October 21, 2024, regardless of the date of execution and ends on June 30, 2025.

V. COMPENSATION AND PAYMENT

- A. The Court shall be reimbursed a maximum of \$70,300.00 for costs incurred during the period of October 21, 2024, to June 30, 2025. No reimbursement shall be made under this Agreement for costs incurred after June 30, 2025.
- B. The Court shall submit invoices to AOC on the form provided, quarterly according to the following schedule:
 1. For expenses incurred between 10/21/24 and 12/31/24, invoices must be submitted by January 31, 2025.
 2. For expenses incurred between 1/1/25 and 3/31/25, invoices must be submitted by April 30, 2025.
 3. For expenses incurred between 4/1/25 and 6/30/25, invoices must be submitted by July 15, 2025.
- C. Before payment can be processed, properly-completed A19 - 1A invoices must be submitted to AOC Program Manager Jessica Janét at Jessica.Janet@courts.wa.gov. AOC PM will review and send to payables@courts.wa.gov.
- D. 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.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A19-1A invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Description of Services section, 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.
- H. Funds cannot be used for:
 1. Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
 2. Program incentives that constitute a gift or reward,
 3. Items and activities outside of those listed in the description of services section.

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 and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a final revenue sharing A19-1A between July 15, 2025 and July 31, 2025 to Jessica Janét at Jessica.Janet@courts.wa.gov. AOC PM will review and send to payables@courts.wa.gov.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization 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 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. 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 video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC reserves the right to modify or remove any restrictive markings placed upon the data by the Court.

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 are not considered for any purpose to be employees or agents of the other party.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement shall only be amended by the agreement of the parties. Amendments are not binding unless provided in writing, authorized and signed by the individuals with the contractual capacity on behalf of each of the parties.

XI. 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 are 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 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 under this provision.

XII. RIGHTS OF INSPECTION

The Court will 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.

XIII. 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.

XIV. 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.

XV. 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 shall 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.

XVI. ASSIGNMENT

The provisions of this Agreement, and any claim arising hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party. Consent shall not be unreasonably withheld.

XVII. 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.

XVIII. SEVERABILITY

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

XIX. AGREEMENT MANAGEMENT

The individuals mentioned below are responsible for and are the contact people for all communications regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Jessica Janét PO Box 41170 Olympia, WA 98504-1170 Jessica.Janet@courts.wa.gov (360) 704-4081	Andrew Somers Court Administrator 3000 Rockefeller Ave Everett, WA 98201 andrew.somers@snoco.org (425) 388-3798

XX. 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 the Agreement.

AGREED:

Washington State Administrative Office of the Courts	COURT
<div><div><i>Dawn Marie Rubio</i></div><div>Signature</div></div>	<div><div><i>Andrew Somers</i></div><div>Signature</div></div>
<div><div>Dawn Marie Rubio</div><div>Name</div></div>	<div><div>Andrew Somers</div><div>Name</div></div>
<div><div>State Court Administrator</div><div>Title</div></div>	<div><div>Court Administrator</div><div>Title</div></div>
<div><div>10/30/2024</div><div>Date</div></div>	<div><div>10/30/2024</div><div>Date</div></div>

FORM
A 19-1A
(Rev. 5/91)



STATE OF WASHINGTON
INVOICE VOUCHER

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
0550		

AGENCY NAME
Administrative Office of the Courts
VENDOR OR CLAIMANT (Warrant is to be payable to)
0

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

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(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)										RECEIVED BY		DATE RECEIVED					
DATE	DESCRIPTION										QUANTITY	UNIT PRICE	AMOUNT	FOR AGENCY USE			
	Reimbursement Amount												0				
PREPARED BY				TELEPHONE NUMBER				DATE		AGENCY APPROVAL				DATE			
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.		REF. DOC.		VENDOR NUMBER				VENDOR MESSAGE				UBI NUMBER	
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDC V	WORKCLASS	COUNTY	CITY/TOWN	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER	
				APPN INDEX	TRCOT AM INDEX				ALLOC	BUDGET UNIT	MOS						
ACCOUNTING APPROVAL FOR PAYMENT								DATE				WARRANT TOTAL				WARRANT NUMBER	

ATTACHMENT B. Instructions for Form Submission

Q. How do I complete an invoice for reimbursement?

1. Open the spreadsheet and select the Pro Tem Event tab.
2. Write in your Court Name and Signing Authority in the spaces provided at the top of the spreadsheet.
3. Begin entering information, including date(s) pro tems served, pro tem information and case information.
4. Pro tem assignment information: enter the pro tem hourly rate, length of docket and type of service. The total cost will be auto filled. This information will populate the Total for Reimbursement at the top of the spreadsheet.

Q. How do I complete the A-19 form?

The A-19 form is auto-populated with the information from the Pro Tem Event tab.

Q. How do I submit a completed invoice?

Once you have completed the reporting and invoice form, you must email the completed invoice for reimbursement to Jessica.Janet@courts.wa.gov for review.

Q. What happens after I submit a completed invoice?

Once you email the invoice to Jessica.Janet@courts.wa.gov, the invoice will be reviewed and forwarded to the AOC fiscal team for payment. The process should not take more than thirty days. The final amount that is reimbursed may differ from the amount listed on the invoice that you submit based on the review of the information in the reporting form by the AOC.