

## **INTERLOCAL AGREEMENT FOR THE PROVISION OF FORENSIC SOCIAL WORK SERVICES**

This agreement is entered into by and between Weber County, a political subdivision of the State of Utah, and Davis County, a political subdivision of the State of Utah.

### **RECITALS**

**WHEREAS**, Title 11, Chapter 13 of the Utah Code, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements for their mutual benefit; and

**WHEREAS**, the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to the Indigent Defense Act, as set forth in Title 78B, Chapter 22 Utah Code Ann., the parties have the responsibility to provide legal counsel to every indigent person who faces the substantial probability of deprivation of his or her liberty; and

**WHEREAS**, Weber County has created a Forensic Social Work Division that operates to assist attorneys in the Weber Public Defender Group by helping connect defendants with appropriate services within the community, assisting with competency, assisting with mitigation for defendants, and other similar services; and

**WHEREAS**, Weber County has received grant funds from the State of Utah to expand the Forensic Social Work program to provide services to Weber, Morgan, Box Elder and Davis Counties; and

**WHEREAS**, Davis County has determined that it is in its interest to contract with Weber County for the provision of Forensic Social Work services;

**NOW THEREFORE**, for the reasons and purposes recited above, and in consideration of the mutual covenants and agreements contained herein, the parties do mutually agree and undertake as follows:

### **SECTION ONE EFFECTIVE DATE AND TERM**

1. This agreement shall take effect on July 1, 2024 and shall remain in effect through June 30, 2026.
2. This agreement may be extended upon the provision of additional funding and mutual written agreement of both parties.

### **SECTION TWO**

## SCOPE OF SERVICES

3. Weber County shall provide the following services to Davis County public defenders through the Forensic Social Work Division (“FSW Office”) of the Weber Public Defender Group:
- a. **Coordinated Treatment Release.** The FSW Office will assist defense attorneys in finding the best possible treatment provider for their client as well as assisting them in overcoming barriers to participating in treatment. This service often includes the following:
    - i. seeking input from the defense attorney,
    - ii. reviewing the defendant’s criminal and clinical history,
    - iii. collecting and reviewing records,
    - iv. interviewing the defendant,
    - v. seeking input from people familiar with the defendant,
    - vi. coordinating with other entities (e.g. DSPD, the local mental health authority, reentry service providers, etc.),
    - vii. contacting treatment providers,
    - viii. addressing program funding, transportation, and housing,
    - ix. working with defense counsel to use treatment options in case resolution,
    - x. coordinating release from custody and acceptance into programming.
  
  - b. **Competency Support.** Upon receiving a referral from defense counsel, the FSW Office will review relevant case documents, discuss the attorney’s competency-related concerns, and meet with the defendant for a face-to-face evaluation. After the evaluation, the FSW Office will provide written recommendations to the attorney to either move forward in filing for competency or provide specific feedback on how to manage the client and move forward with the case.

When the FSW Office recommends filing for competency, the FSW Office will coordinate with the appointed evaluator(s) to support their evaluation, including sharing relevant records that have been obtained by the FSW Office.

- c. **Complex Case and Mitigation Investigation.** In cases where the defense strategy requires an investigation of the defendant’s mental state at the time of the offense, including affirmative defenses such as Special Mitigation or Guilty with a Mental Condition, the FSW Office will be available to provide the services of a mitigation specialist. This service often includes the following:
  - i. reviewing discovery,
  - ii. reviewing the criminal and clinical history of the defendant,
  - iii. interviewing the defendant and obtaining record releases,
  - iv. arranging for regular communication with the defendant,
  - v. seeking and reviewing relevant medical, behavioral, educational, vocational, and corrections records,
  - vi. interviewing those familiar with the defendant,

- vii. providing a write-up of each psychosocial interview and collateral interview to defense counsel
- viii. providing summaries of reviewed records to defense counsel,
- ix. facilitating regular meetings with all members of the defense team,
- x. opining on client management or competency concerns,
- xi. identifying issues that warrant retaining an expert and advise on the specific types of experts to retain,
- xii. providing support at court hearings, such as client management or support to the defendant's social support system.

Owing to workload constraints and the scope of the FSW Office pilot project, Complex Case and Mitigation Investigation referrals may not supplant existing county agreements and processes for capital homicide defense.

- d. **Community Referral.** The FSW Office will provide a single entity for all community stakeholders to proffer defendant-related information. This information will be collected by the FSW Office and furnished to defense counsel.
5. Services are available to Davis County public defenders on an as needed basis. Whenever a Davis County public defender desires assistance from a Weber County Forensic Social Worker, the attorney should contact the Weber Public Defender Group and ask to speak with a Forensic Social Worker.

### **SECTION THREE COMPENSATION**

- 6. All of the services provided for under this agreement are covered by State grant funds.
- 7. In the event grant funding is not continued after June 30, 2026, the parties will discuss the possibility of compensation for continued services.

### **SECTION FOUR MISCELLANEOUS**

- 8. **Amendment.** This Agreement may be amended by written agreement of the parties, upon adoption of a resolution by each of the parties and approval as to form by each party's respective attorney, and upon meeting any other applicable requirements of the Interlocal Cooperation Act.
- 9. **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this agreement.
- 10. **Counterparts.** This agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute the same instrument.

11. Documents on File. Executed copies of this Interlocal Agreement shall be placed on file in the office of the keeper of the records of each party and shall remain on file for public inspection during the term of the agreement.
12. Employee Status and Legal Responsibility. Unless otherwise provided by law:
- a. All independent contractors or personnel employed by Davis County are Davis County contractors or employees and not contractors or employees of Weber County, and are obligated to abide by all of the rules and regulations of Davis County.
  - b. All independent contractors and personnel employed by Weber County are Weber County contractors or employees and not contractors or employees of Davis County, and are obligated to abide by all of the rules and regulations of Weber County.
  - c. Each party retains full legal responsibility, in every way, for its contractors and employees, including employment claims by employees and all other claims related to its employees.
13. Entire Agreement. This agreement shall constitute the entire agreement between the parties. Any prior agreement or understanding regarding the subject matter of this agreement is made null and void by the execution of the agreement.
14. Indemnification. The parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the “Act”). There are no indemnity obligations between these parties.
- Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents.
- Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
15. Laws of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
16. Non-Assignability. Neither party shall transfer or delegate any of its rights, duties, powers, or obligations under this agreement without the consent of the other party.
17. Severability of Provisions. If any provision of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters the agreement. If the

invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

18. Additional Interlocal Cooperation Act Provisions. In satisfaction of the requirements of the Interlocal Cooperation Act ("Act"), the Parties agree as follows:
- a. This agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before the agreement may take effect.
  - b. This agreement shall be authorized and adopted by resolution by the legislative body of each party pursuant to and in accordance with § 11-13-202.5 of the Act.
  - c. Immediately upon execution of this agreement by the parties, either party may publish notice regarding this agreement pursuant to § 11-13-219 of the Act.
  - d. The parties agree that they are not creating an interlocal or separate entity by virtue of this agreement.
  - e. The parties agree that each party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the agreement.
  - f. In accordance with §§ 11-13-206 and -207 of the Act, Davis County appoints the Indigent Defense Coordinator and Weber County Appoints its Public Defender Director as its administrator for all matters relating to its participation under the terms of this agreement, unless the party notifies the other party in writing that it is designating a new administrator. To the extent that any administration of this agreement becomes necessary, the parties' administrators named above shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision.
  - g. There is no joint budget. Each party shall supply at its own cost all contractors, personnel, equipment, supplies, and materials necessary to perform its obligations and intended actions as set forth in this agreement. Each party will be responsible for maintaining its own financial budget for both income and expenditures arising under this agreement.
  - h. This agreement shall not constitute a joint venture between the parties. No party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, with the effective date written above.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_

James "Jim" Harvey, Chair  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

BOARD OF DAVIS COUNTY  
COMMISSIONERS

By *Randy Elliott*  
Randy Elliott (Jun 25, 2024 11:35 MDT)  
Bob J. Stevenson, Chair  
Date: 06/25/2024

ATTEST:

*Rebecca Abbott for*  
Rebecca Abbott for (Jun 25, 2024 12:52 MDT)  
Brian McKenzie, Davis County Clerk