

**INTERLOCAL AGREEMENT FOR THE PROVISION
OF INDIGENT DEFENSE SERVICES**

This agreement is entered into by and between Weber County, a political subdivision of the State of Utah, and Morgan 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 experienced indigent defense attorneys and is willing to provide such services to both counties pursuant to the terms of this agreement; and

WHEREAS, Morgan County has determined that it is in its interest to contract with Weber County for the provision of indigent defense 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 October 1, 2023.
2. This Agreement shall remain in effect through January 1, 2025, unless otherwise terminated as provided in this Agreement.
3. Either party may terminate this Agreement at any time by giving 90 days written notice of its intent to withdraw from the Agreement.

**SECTION TWO
SCOPE OF SERVICES**

4. Weber County shall provide the following services to Morgan County through the Weber County Public Defender's Office:

- a. **Defense Counsel for District Court Cases.** Defense counsel shall provide competent legal counsel to any person who is charged with a felony or a misdemeanor, who is deemed by the court to be indigent, and to whom the court appoints defense counsel to represent. Defense counsel shall represent said individuals in all criminal matters before the court including scheduling conferences, hearings, trials, probation violation hearings, restitution hearings, and all other matters to ensure adequate representation.
- b. **Defense Counsel for Justice Court Cases.** Defense counsel shall provide competent legal counsel to any indigent person charged with a misdemeanor in the Morgan County Justice Court. Defense counsel shall represent indigent defendants in all matters before the justice court including all hearings, trials, and de novo appeals to the District Court, and all other matters required to ensure adequate representation.
- c. **Defense Counsel for Child Welfare Cases.** Defense counsel shall represent and provide competent legal counsel to any parent or legal guardian where the following criteria have been met:
 - i. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services;
 - ii. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and
 - iii. The court has appointed the attorney to represent the parent or legal guardian pursuant to Utah Code § 78B-22-203.
- d. **Defense Counsel for Juvenile Delinquency Cases.** Defense counsel shall provide competent legal counsel to any minor defendant where the court appoints the attorney pursuant to Utah Code § 78B-22-203. Defense counsel shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
- e. **Defense Counsel for Private Termination Cases.** Defense counsel shall represent and provide competent legal counsel to any parent where the following criteria have been met:
 - i. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - ii. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - iii. The court has appointed the attorney to represent the parent.
- f. **Investigative Services.** Weber County contracts with private investigators to handle any investigative needs. Morgan County shall reimburse Weber County for any expenses incurred on Morgan County cases.

- g. **Appellate Counsel.** Weber County contracts with a private law firm to handle appeals. Morgan County shall reimburse Weber County for any expenses incurred on Morgan County cases.
- h. **Defense Resources.** Weber County shall pay the cost of any additional resources deemed necessary to provide an effective defense including the cost of transcripts, expert witnesses, scientific or medical testing, interpreters, and other expenses deemed necessary for an effective defense.

**SECTION THREE
COMPENSATION**

- 5. Morgan County shall pay Weber County \$4,000.00 per month for the services listed above in paragraphs 4(a) through 4(e) starting October 1, 2023, with payments made on a monthly basis.
- 6. In the event a case to which defense counsel has been assigned goes to trial, Morgan County will pay Weber County a rate of \$85 per hour for time spent preparing for the trial and representing the indigent defendant at trial.
- 7. Morgan County shall reimburse Weber County for expenses incurred in providing the services listed above in paragraphs 4(f) through 4(h). Weber County shall submit invoices to Morgan County at least once each quarter for the reimbursement said expenses and Morgan County shall pay invoices within 30 days of receipt.
- 8. The parties shall discuss the monthly payment amount and other costs necessary to provide indigent defense services during the months of August and September of each year. This will allow the parties to make any necessary adjustments to their budgets for the following year. Adjustments to the payment amount shall go into effect on January 1st of each year.

**SECTION FOUR
MISCELLANEOUS**

- 9. **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.
- 10. **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.
- 11. **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.

12. 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.
13. Employee Status and Legal Responsibility. Unless otherwise provided by law:
 - a. All independent contractors or personnel employed by Morgan County are Morgan 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 Morgan County.
 - b. All independent contractors and personnel employed by Weber County are Weber County contractors or employees and not contractors or employees of Morgan 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.
14. 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.
15. Indemnification. Each of the parties agrees to indemnify and hold harmless the other party against any and all liabilities, claims, costs, and liabilities arising out of or related to this agreement that result from the wrongful or negligent acts or omissions of the indemnifying party, or anyone for whose actions the indemnifying party is responsible. The Governmental Immunity Act of Utah shall apply fully to each party, and neither party waives any protections available to it under that Act.
16. 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.
17. 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.
18. 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.
19. 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, Morgan County appoints the chair of the county executive body 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 H. Harvey, Chair

Date: _____


ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

MORGAN COUNTY COUNCIL

By 
Michael Newton, Chair
Date: 1/2/2024

ATTEST:


Leslie Hyde
Morgan County Clerk/Auditor