



Tooele County Council Agenda Item Summary

Department Making Request:

Children's Justice Center

Meeting Date:

June 7, 2022

Ratification

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: April 25, 2023

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ \$50 per interview

Item Title: Forensic Interview Service Agreement

Please answer the who? what? when? why?

Contract between the CJC and Joe Lopez. Joe will be a contracted forensic interviewer for the CJC and called to conduct FI's as needed.

Research shows that trained interviewers that do more interviews with a peer review process in place have better outcomes for the children (more disclosure, better experience, less likely a 2nd interview, etc.).

The contract is for 1 year so we can re-assess how the forensic interviewer is doing in regards to constructive criticism, additional trainings, how available their schedule allows them to conduct interviews, etc.

List who needs copies when approved: Rachael Cowan

**FORENSIC INTERVIEW
SERVICES AGREEMENT**

THIS AGREEMENT entered into this 25th day of April, 2022, between TOOELE COUNTY, 47 South Main Street, Tooele, Utah (hereafter referred to as "County"), and Joe Lopez, referred to as "Contractor").

RECITALS

- A. Tooele County is a body politic and corporate of the State of Utah providing services for the general public. County is in need of interviewers to conduct forensic interviews for the Children's Justice Center.
- B. Contractor agrees to complete all work under the terms and conditions set forth by the County.
- C. The County will ensure that the selection of an independent contractor is in accordance with Section 17 of the Tooele County Policies and Procedures (Ethics).
- D. In consideration of the mutual promises set forth herein, it is hereby agreed by and between County and Contractor:

**SECTION I
DESCRIPTION OF WORK**

Contractor will perform forensic interview services for the Children's Justice Center as outlined in the attached job description. Contractor shall perform his/her duties competently and timely. County will deliver all the necessary information in its possession for Contractor to prepare for the forensic interview services. The County disclaims any right to control the Contractor's performance of the services under this agreement.

**SECTION II
PAYMENT**

County agrees to pay and Contractor agrees to accept as payment \$50.00 for each interview conducted which includes courtroom testimony, if necessary. County agrees to pay \$25.00 for each interview which is scheduled, but the person to be interviewed fails to appear.

**SECTION III
TERM & TERMINATION**

The term of this contract is 1 (one) year. The contract will be reviewed at least 30 days prior to expiration by the Director of the Children's Justice Center and the Contractor. Either party hereto may terminate this Services Agreement at any time.

**SECTION IV
LIABILITY**

Contractor shall indemnify and hold County harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this agreement. Contractor is NOT a County employee and County does NOT provide workers compensation coverage for Contractor.

Contractor shall indemnify and hold the County and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

**SECTION V
INDEPENDENT CONTRACTOR**

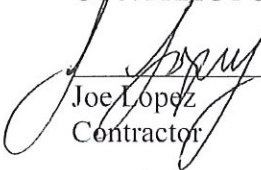
No employer/employee relationship is created by this agreement. Contractor is an independent contractor and not an employee of County. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits provided to County employees. County will not withhold taxes from Contractor's pay and Contractor is solely responsible for any taxes due or payable from the proceeds of this contract.

**SECTION VI
ATTORNEY'S FEES**


Should it be necessary for any party to this Agreement to initiate legal proceedings to enforce this Agreement or adjudicate any issued under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements incurred in this matter.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date listed above. This Agreement shall become effective upon execution by all the Parties to this Agreement.

CONTRACTOR




Joe Lopez
Contractor


James A. Welch
Tooele County Manager

6/8/22

COUNTY



Scott A. Broadhead
Tooele County Attorney

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APPROVED AS TO FORM:

 05/06/2022

Colin R. Winchester
Deputy Tooele County Attorney