

STATE OF GEORGIA

COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT DEFENSE  
FOR THE MUNICIPAL COURT OF GRIFFIN, GEORGIA**

**THIS AGREEMENT** is entered into between the **City of Griffin**, a Georgia municipal corporation, (hereinafter referred to as "the City"), and the law firm of **SULLIVAN & OGLETREE, PC**, (hereinafter referred to as "the Law Firm"). For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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The Law Firm is hereby retained by the City as an independent contractor to provide an Indigent Defense Program for the Municipal Court of Griffin. The term of this Agreement shall be for a one (1) year period, beginning on July 1, 2015 and continuing until the 30th day of June, 2016, at which time it shall renew unless terminated as hereinafter provided. Either party hereto may terminate this contract for convenience upon giving ninety (90) days written notice to the opposite party. Each party hereto may terminate the contract for cause thirty (30) days after written notice of default if the default is not cured within said thirty days from notice.

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DESCRIPTION OF SERVICES

The Law Firm will provide legal services to indigent defendants appearing before the Municipal Court of Griffin, Georgia, for all misdemeanor criminal or quasi-criminal matters, including traffic offenses, whether charged as violations of State law or ordinance. This contract expressly excludes representation in any matters involving zoning, housing, building,

environmental, or other code enforcement matters and any non-traffic or non-quasi-criminal offenses for which violators may only be fined and not sentenced to a term of imprisonment.

In providing services under this contract, if a criminal defendant is deemed indigent as defined by State of Georgia Indigent Defense Guidelines, legal services will be provided under this contract. In determining indigent status, the Court administrator responsible for all indigent applications will conduct a background check on applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for representation. Within 48 hours after applying, the person will be notified of his status, whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be given written notice of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "retained counsel" by supplying the names, address, and telephone number of all Griffin area attorneys who presently practice criminal law.

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#### LEGAL CONFLICTS

If the Law Firm has a legal conflict in representing a criminal indigent defendant, it shall be the Law Firm's responsibility to employ competent outside counsel to represent the criminal defendant. Fees for retaining outside counsel shall be borne by the Law Firm from contract fees paid by the City. The City shall not be required to make any additional payments whatsoever for outside counsel in the event of a legal conflict.

COMPENSATION

The City agrees to pay to the Law Firm for rendering the services described herein the sum of \$ 45,000.00, in twelve (12) equal monthly installments, paid at the first of each month. The invoice from the Law Firm must be received by the City not later than the twenty fifth (25th) of the month previous to the month to be paid and, if received by that date, the City will pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of August must be received by the City no later than July 25th and it will be paid by the City no later than August 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Law Firm, nor any member or employee thereof, an "employee" or agent of the City of Griffin. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be members in good standing of the State Bar of Georgia and shall be officers of the Municipal Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

The Law Firm agrees to provide and maintain throughout the contract period professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum liability coverage of \$1,000,000 per claim, no aggregate.

EXPENSES TO BE REIMBURSED BY THE CITY

During the performance of their duties as public defenders, lawyers will incur certain expenses that shall be paid directly by the City. These expenses include court reporting, transcription costs, costs incurred in reproducing files and documents, and interpreter costs. If such costs are paid by the Law Firm, they shall be reimbursed by the City, upon invoice. Investigation and process service required by defense counsel shall be included in contract service at no additional charge.

SEVERABILITY

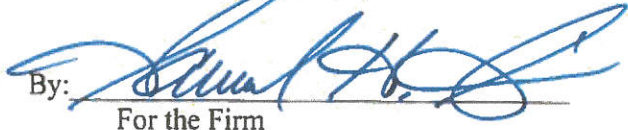
If for any reason, any paragraph or other portion of this document is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall be remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GRIFFIN, GEORGIA

SULLIVAN & OGLETREE, P.C.

By: \_\_\_\_\_  
Chairperson

By:   
For the Firm

Attest: \_\_\_\_\_  
Secretary

(Seal)

Reviewed and approved as to form:

By: \_\_\_\_\_  
City Attorney