

AGREEMENT FOR INDIGENT DEFENSE SERVICES

THIS AGREEMENT is entered into this 10th day of January, 2023 between Charlotte Y. Fleming. (herein referred to as "Attorney") and the governing authority of Effingham County, a body politic and a subdivision of the State of Georgia (herein referred to as "the County") and is effective January 10th, 2023.

WITNESSETH:

WHEREAS, Attorney Charlotte Y. Fleming is licensed by the State of Georgia to practice law in the several courts of the State of Georgia, having been admitted to the bar on May 25, 1994; and

WHEREAS, the County is a body politic, existing and operating under the laws of the State of Georgia with full power to enter into contacts and agreements with other entities and persons; and

WHEREAS, it is the intent of the parties to provide for adequate and effective legal representation for indigent persons charged with misdemeanor offenses in the State Court of Effingham County, in accordance with Georgia law and the Constitution of the State of Georgia and Constitution of the United States of America;

NOW THEREFORE, in consideration of the mutual covenants and promises

contained in this Agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

1. Attorney will provide indigent legal services to the Effingham County State Court
In accordance with the standards adopted by the State of Georgia pursuant to the Georgia Indigent Defense Act of 2003 ("the Act"), as is and may hereafter be amended.
2. Attorney warrants that she has read and is fully familiar with the provisions of the Act and the standards adopted in furtherance of the Act by the Georgia Public Defenders Standards Council. Compliance with these standards goes to the essence of this Agreement. Attorney certifies that she is presently in compliance with these standards and will remain in compliance during the term of this Agreement. The Attorney further warrants that the compensation provided for her services in this Agreement reflects all infrastructure, support, administrative services and systems necessary to comply with the standards.
3. The County shall pay to the Attorney for services rendered under this Agreement the sum of Four thousand one hundred dollars and no/100ths Dollars (\$4,100.00) per month.
4. The term of this agreement shall be from the date of execution through January 3, 2024 unless sooner terminated as provided in this Agreement.

For Cause: This agreement may be terminated for cause for violation of any material term of this agreement. "Material term" shall include any violation

indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Georgia State Bar Association, a violation of the standards of the Georgia Public Defenders Standards Council, conviction of a criminal charge, and/or a finding that the license of the Attorney, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the County's discretion. In lieu of terminating this Agreement, the County may agree in writing to alternative corrective measures.

Termination on Mutual Agreement: The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

5. The Attorney agrees to hold harmless and indemnify the County, its officers, official, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, her employees or agents. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. This Agreement has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the standards incorporated in this Agreement. Therefore, the Attorney has personally signed this Agreement below to indicate that she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the County and refusal to subcontract may be withheld at the County's sole discretion. Any assignment of this Agreement by the Attorney without the express written consent of the County shall be void.
7. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the County and the Attorney.
8. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the County, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
9. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addresses at the address stated in the Agreement or such other address as may be hereinafter

specified in writing:

COUNTY: Wesley Corbitt, Chairman, BOC, 804 S. Laurel Street Springfield,
Georgia 31329

ATTORNEY: Charlotte Y. Fleming, Post Office Box 753, Bloomingdale, Ga.
31302

10. The failure of the County to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements or options and the same shall be and remain in full force and effect.

Should any dispute misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the County Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the State Court of Effingham County or to the Georgia State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the County, its officers, agents, or employees to inquire into any privileged communication between the Attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be

reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and the rules of the Georgia Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Effingham County Superior Court.

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

ATTORNEY

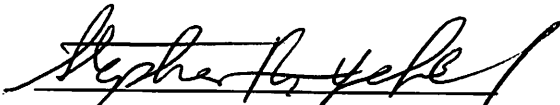


CHARLOTTE Y. FLEMING

EFFINGHAM COUNTY

WESLEY CORBITT
BOARD OF COMMISSIONERS

ATTEST:



EFFINGHAM CO. STATE COURT
STEPHEN R. YEKEL

STEPHANIE JOHNSON
COUNTY CLERK