

RESOLUTION # _____

LEGAL COUNSEL FOR INDIGENTS AGREEMENT

THIS AGREEMENT, is entered into this 1st ay of December, 2021 by and between the County of Warren, a political subdivision of the State of Illinois, located in the State of Illinois (hereinafter referred to as “Warren County”) and [REDACTED] through attorney, [REDACTED], an attorney duly licensed to practice law in the State of Illinois (hereinafter referred to as “[REDACTED]”):

WITNESSETH:

WHEREAS, WARREN COUNTY is desirous of contracting with independent counsel to provide legal services to indigent and juvenile persons appearing in criminal juvenile and traffic cases in the courts of Warren County; and

WHEREAS, [REDACTED] is a Law Firm desirous of contracting, on an independent basis, with Warren County to provide legal services as specified herein;

NOW THEREFORE, Warren County and [REDACTED], agree as follows:

1. **TERM**: The term of this Agreement shall be from December 1, 2021 through November 30, 2022
2. **PAYMENT**: Warren County agrees to pay to [REDACTED] per month beginning December 2021 through November 30, 2022: [REDACTED] agrees to bill WARREN COUNTY every month for services rendered.
3. **SERVICES**: In consideration of the payments set forth herein, [REDACTED] agrees to provide legal services to indigents and juveniles in criminal and juvenile cases in the courts of WARREN COUNTY, upon appointment by the Court. Cases are to be assigned to [REDACTED] as follows:
 - A. All felony cases, subject to the exceptions set forth at paragraph F, below;
 - B. All misdemeanor cases, except driving offenses, unless a related non-traffic felony is charged;
 - C. All traffic cases where a conflict exists for the alternate independent counsel;
 - D. Petitions to revoke probation or conditional discharge deriving from previously appointed cases;
 - E. All juvenile cases where a conflict exists for the alternate independent counsel who contracts with Warren County for representation of indigent persons and juveniles and in all juvenile cases where more than one attorney is appointed;

F. Exceptions:

- I. [REDACTED] is not responsible for representation of defendants in first degree murder or capital cases;
- II. [REDACTED] is not responsible for representation of defendants in civil actions or administrative proceedings brought by Warren County or the State of Illinois including, but not limited to: forfeiture, condemnation, ordinance violations, IMDMA cases and licensing issues.
- III. [REDACTED] is not responsible for representation of defendants taking cases on appeal except for the preparation, filing and conducting post-trial motions and notice of appeal.
- IV. [REDACTED] shall be excused from all appointments that would otherwise result in a conflict of interest or breach of professional obligations.
- V. [REDACTED] is not responsible for representation of defendants in Sexually Dangerous Person or Sexually Violent Person cases.

G. In the event that [REDACTED] is appointed or required by the Court to handle any matter outside the scope of this Agreement, [REDACTED] will be entitled to normal terms, rates and conditions as would any attorney who was so appointed.

- 4. LEGAL SERVICES: Legal services to be provided shall be those services ordinarily and customarily provided by a competent public defender in criminal, traffic, and juvenile cases, both prior to and through trial in the courts of Warren County. Representation shall end thirty (30) days after sentencing or conviction or immediately upon dismissal of a case.
- 5. SUPPORT SERVICES: [REDACTED] shall provide and pay for all assisting counsel, support staff, secretarial assistance, supplies, material, travel (unless venue is changed by the Court), equipment, and office expenses unless otherwise ordered by the Court. This shall not include costs for subpoenas and other costs directly related to an individual case or expert witness where authorized by the Court.
- 6. TERMINATION: This Agreement may be terminated by either WARREN COUNTY or upon sixty (60) days written notice.
- 7. WITNESS SUBPOENA ACCOUNT: [REDACTED] will advance money for witness and mileage fees related to the issuance of subpoenas and will then periodically submit a statement for the Warren County Treasurer for reimbursement of the advanced above mentioned fees.
- 8. LIMITATIONS: [REDACTED] acknowledges that he is an independent contractor, that no payroll taxes or benefits are due as a result of that status.

WARREN COUNTY

By: _____
Michael L. Pearson
County Board Chairman

By: _____
Attorney
For

Dated: _____

Dated: _____