

TOWN COUNCIL

STAFF REPORT

Municipal Court Department



MEETING DATE:	June 10, 2025
PROJECT:	Consideration of a Three-Party Intergovernmental Agreement for Indigent Defense Representation at the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort.
PROJECT MANAGER:	Lisa Cunningham, Clerk of Court

RECOMMENDATION: Staff requests that Town Council adopt a Resolution authorizing the Town Manager to sign a Three-Party Intergovernmental Agreement for Indigent Defense Representation at the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort

BACKGROUND:

In the 2015 the General Assembly passed a proviso mandating that municipalities fund their own attorney for indigent defense.

Municipalities were given two options; one was to enter into an agreement with the Circuit Public defender's office or contract with a private attorney to provide indigent defense services.

December 17, 2019 the Town of Bluffton, City of Beaufort and Town of Port Royal entered into a four-party intergovernmental agreement with the 14th Circuit Public Defenders Office.

The Town of Bluffton, City of Beaufort and Town of Port Royal received a letter requesting another budget increase.

DISCUSSION:

The Request for Proposal (RFP) was posted on January 3, 2025 and closed on February 26, 2026.

Only one bid was received from The Law Office of Carol A Miller.

Staff negotiated to include a three-party intergovernmental agreement with the City of Beaufort for a total cost of \$140,000.00 that would be divided equally among both municipalities.

The fiscal impact to the Town of Bluffton would be \$70,000.00.

NEXT STEPS:

After Council approves the contract; staff will proceed with obtaining the necessary signatures.
The contract will begin July 1, 2025.

ATTACHMENTS:

1. Agreement
2. Resolution
3. Motion

A RESOLUTION

RELATING TO THE TOWN OF BLUFFTON, SOUTH CAROLINA, SUPPORT OF A THREE-PARTY INTERGOVERNMENTAL AGREEMENT FOR A INDIGENT DEFENSE REPRESENTATION AT THE TOWN OF BLUFFTON AND CITY OF BEAUFORT.

WHEREAS: Contract was entered into the 1st, day of July 2025 between the Town of Bluffton, City of Beaufort and Carol A. Miller for Indigent Defense Services.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council (the "Council"), as the governing body of the Town of Bluffton, as follows:

1. The Council hereby declares that this Resolution shall constitute its consent to a Three-Party Intergovernmental Agreement for Indigent Defense Representation at the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort.

Approved this 10th day of June 2025.

Larry Toomer, Mayor

Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk

SEAL

Recommended Motion

Consideration to Approve a Resolution for Execution of a Three-Party Intergovernmental Agreement for Indigent Defense Representation at the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort.

"I move to **Approve** the Resolution authorizing the Town Manager to sign the Three-Party Intergovernmental Agreement for Indigent Defense Representation at the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort".

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AGREEMENT FOR
INDIGENT DEFENSE

THIS AGREEMENT is made the ____ of _____, 2025 between the Town of Bluffton (hereinafter called "Bluffton"), the City of Beaufort (hereinafter called "Beaufort"), both municipal corporations organized and existing under the laws of the State of South Carolina (collectively referred to as "the Municipalities"), and the Law Office of Carol Miller (hereinafter called "Attorney").

WHEREAS, in February 2025, Bluffton published a solicitation seeking a local, properly licensed and experienced attorney to provide independent contractor services for legal defense of indigent clients in the Bluffton Municipal Court;

WHEREAS, Beaufort similarly published a solicitation for the same for the City of Beaufort in the Beaufort Municipal Court; and

WHEREAS, Attorney was selected to perform these services for Bluffton in accordance with the Town of Bluffton Purchasing Ordinance, Art. IX, §§ 2-263 – 2-291; and

WHEREAS, Bluffton and Beaufort agreed to enter into a multi-party agreement with Attorney to provide these services for both Municipalities; and

WHEREAS, for the purposes of this Agreement, indigent and indigency shall be defined to be consistent with §17-3-310, et seq. of the South Carolina Code of Laws, as amended, as a person who is financially unable to employ counsel; and

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by Bluffton, Beaufort, and Attorney, the parties hereto agree as follows:

1. **Services/Schedule:** The Attorney shall perform services per the attached scope of work in Attachment 1. The term of this contract shall be one (1) year with the option to renew for up to four (4) additional one-year periods upon mutual agreement by the parties. **The term shall begin July 1, 2025 and end June 30, 2026.**
2. **Fees:** The total cost of these services shall be a flat rate of Seventy Thousand Dollars (\$70,000) for services performed for the Town of Bluffton and Seventy Thousand Dollars (\$70,000) for work performed for the City of Beaufort for an annual total of **One Hundred and Forty Thousand Dollars (\$140,000)** invoiced to Bluffton on a monthly basis. The assumptions on which the pay rate is predicated and the pay rate itself may be revisited once annually at least 90 days prior to the exercise of any options for contract renewal.
3. **Invoicing by Attorney:** The Attorney shall send invoices via email simultaneously to invoice@townofbluffton.com and to the Bluffton Clerk of Court. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2025-40 and any purchase order issued therewith. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Bluffton Finance Department.
4. **Invoicing Between Municipalities:** Bluffton shall remit invoices to Beaufort for its share under this Agreement which shall be paid by Beaufort within thirty (30) days of receipt.
5. **General Terms and Conditions:**
 - a. The Attorney shall be required to maintain the appropriate amounts of professional malpractice insurance. The Attorney is required to immediately contact the Bluffton should any change to this coverage occur during the course of the performance of this contract. Failure to maintain this coverage is grounds for termination.

- b. Work will commence on July 1, 2025.
- c. Attorney shall be licensed to perform the work including, but not limited to, a current Town of Bluffton business license, City of Beaufort business license, and the required State of South Carolina license.
- d. Attorney shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- e. Attorney may not subcontract or assign its obligations to another law firm without the prior express written consent of the Municipalities which may be approved on a case by case basis.
- f. Municipalities may terminate this Agreement on behalf of their respective individual Municipality in whole or in part at any time for the convenience of that Municipality with sixty (60) days' written notice to Attorney and the other Municipality. If the contract is terminated for the convenience of just one Municipality, the terminating Municipality will be responsible for a prorated amount due to Attorney, and the Agreement may continue with the remaining parties for the remainder of the term.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by all parties.
- j. The Attorney shall defend, indemnify, and hold harmless each Municipality, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Municipality.
- k. In the event the Parties must proceed to litigation to protect or enforce its rights, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.
- l. Attorney shall perform the work consistent with the professional skill and care ordinarily provided by members of the profession practicing under similar circumstances.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Municipalities and Attorney other than that which is expressly stated herein. The Municipalities are interested only in the results to be achieved under this Agreement. The conduct and control of the Attorney's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Attorney. The Attorney's agents or employees shall not be considered employees of the Municipalities for any purpose. No person employed by the Attorney shall have any benefits, status, or right of employment with the Municipalities.

[Remainder of Page Intentionally Omitted. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

THE LAW OFFICE OF CAROL MILLER

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: Carol A. Miller

Print Name: Stephen Steese

Position: _____

Position: Town Manager

Witnesses: _____

Witnesses: _____

CITY OF BEAUFORT

Date: _____

By: _____

Print Name: Scott Marshall

Position: City Manager

Witnesses: _____

Attachments:

1. Scope of Work and Fee Schedule

ATTACHMENT 1

SCOPE OF WORK AND FEE SCHEDULE

The scope of services to be provided by the attorney shall include but not be limited to:

1. Represent persons in their defense of criminal and traffic offenses heard in the Bluffton Municipal Court and the City of Beaufort Municipal Court for which a sentence of incarceration may be imposed. Bluffton Municipal Court convenes on Tuesdays. The City of Beaufort Municipal Court convenes on Monday and Thursday.
2. Perform as trial counsel in those proceedings, including witness preparation, visit client in jail as necessary, review of video or other evidence, conducting of legal research, conducting of discovery, and preparation of all motions and pleadings.
3. Act as negotiator with prosecuting attorney to reach a plea agreement where appropriate.
4. Attorney shall not have any conflicts of interest with any criminal case where the Town of Bluffton is the prosecutorial or arresting agency.
5. Attend all scheduled court sessions, scheduled in Bluffton on Tuesdays commencing at 9:00 am until court is adjourned, and in City of Beaufort on Mondays and Thursdays commencing at 3:00 pm until court is adjourned.
6. Pay rate is inclusive of direct costs including postage, printing, photography, photocopying, courier services, service of process, filing fees, travel costs and other actual costs.
7. Attorney shall provide invoices to invoice@townofbluffton.com and the Bluffton Clerk of Court on a monthly basis for work performed in both jurisdictions.

Attorney shall provide their own work phone/mobile phone, laptop and office supplies.

There is a conference room available in the Bluffton Municipal Court and in the City of Beaufort Municipal Court, both of which may be reserved ahead of time for client meetings and other duties related to this Agreement.

Attorney shall be paid a flat rate for services regardless of number of cases handled or hours expended an amount equal to **One Hundred Forty Thousand Dollars** (\$140,000). The Town of Bluffton shall be responsible for 50% of the annual amount and the City of Beaufort shall be responsible for 50% of the annual amount, subject to municipal approval with each budget year.

In the event that the City of Beaufort provides the Town of Bluffton and Attorney with notice of their intent to terminate Attorney's services, this Agreement may continue at a prorated pay for work attributable to the Town of Bluffton.

In the event that the Town of Bluffton provides the City of Beaufort and Attorney with notice of their intent to terminate Attorney's services, this Agreement may continue at a prorated pay for work attributable to the City of Beaufort and with provisions to pay Attorney's invoices directly.

A RESOLUTION

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Larry Toomer, Mayor

Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk

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"I make a motion to adopt the Resolution authorizing the Town Manager to sign the Three-Party Intergovernmental Agreement for Indigent Defense Representation at the Town of Bluffton Municipal Court with the Law Office of Carol A. Miller and City of Beaufort".

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