

TOWN COUNCIL

STAFF REPORT Executive Department



MEETING DATE:	June 11, 2024
PROJECT:	Consideration of an Intergovernmental Agreement Renewal between the Town and The Fourteenth Circuit Public Defender's Office for indigent representation
PROJECT MANAGER:	Felicia Roth, Director of Compliance and Contracts

RECOMMENDATION: Staff recommends renewal of the Fourteenth Circuit Public Defender agreement.

BACKGROUND/DISCUSSION: The Town currently has a multi-jurisdictional agreement with the Fourteenth Circuit Public Defenders Office which will expire on July 1, 2024. Each jurisdiction, including the Town of Bluffton, the City of Beaufort, and the Town of Port Royal each provide funds towards indigent defense services.

The renewal would include the following shared costs:

- \$137,280 split between Bluffton Port Royal and Beaufort for public defender services and administrative assistant
- \$76,164 split between Bluffton Port Royal and Beaufort for public defender services at bond hearings
- \$50,000 split between Bluffton Port Royal and Beaufort for additional public defender to help with case load.
- \$1,200 split between Bluffton and Port Royal for supplies

NEXT STEPS: Authorizing the Town Manager to sign the renewal agreement with the Fourteenth Circuit Public Defender's Office.

ATTACHMENTS:

1. Intergovernmental Agreement
2. Resolution
3. Motion
4. Exhibit A

EXTENSION OF AGREEMENT TO FUND MUNICIPAL COURT ATTORNEY

This Agreement is entered into by and between the Fourteenth Circuit Public Defender (the Public Defender), and the following Municipalities: The City of Beaufort, the Town of Bluffton and the Town of Port Royal (collectively the Municipalities).

WHEREAS, on or about December 17, 2019, the Public Defender and the Municipalities entered into an Agreement To Fund Municipal Court Attorney (the Agreement); and,

WHEREAS, the term of the Agreement ran until July 1, 2024; and,

WHEREAS, the Agreement provides that it may be extended for additional one-year terms at the mutual agreement of the parties; and,

WHEREAS, the parties now wish to extend the Agreement for an additional one-year term, until July 1, 2025;

NOW THEREFORE, the parties hereby agree as follows:

1. The Agreement shall be extended for an additional one-year term, until July 1, 2025.
2. In December, 2024, the parties will meet to discuss existing case counts, staffing changes (including the possible need of an additional attorney), other contract needs, and any clarifications arising from the underlying Settlement Agreement and Federal Court Order, for possible implementation in the FY 2025-26 extension/modification of the Agreement.
3. With these exceptions, all other terms and conditions of the Agreement shall remain unchanged and in force and effect.
4. The cost for the annual contract is set out in Exhibit A.

IN WITNESS WHEREOF, the Public Defender, and the Municipalities executed this Agreement

TOWN OF BLUFFTON

CITY OF BEAUFORT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

FOURTEENTH JUDICIAL CIRCUIT

PUBLIC DEFENDER

By: _____

Its: _____

Date: _____

Witness: _____

TOWN OF PORT ROYAL

By: _____

Its: _____

Date: _____

Witness: _____

Recommended Motion

Consideration to Approve a Resolution for Execution of an Intergovernmental Agreement between the Town and the Fourteenth Circuit Public Defenders Office for indigent defense representation.

"I make a motion to adopt the Resolution to Renew the Agreement Extension with the Fourteenth Circuit Public Defenders Office for indigent defense representation for the Town of Bluffton.

"EXHIBIT A"

Town of Bluffton	\$87,815.00
City of Beaufort	\$87,815.00
Town of Port Royal	\$87,815.00

Additional Considerations:

- City of Beaufort will supply office space and automobile.
- Town of Bluffton and Town of Port Royal will provide office supplies and postage reimbursement for administrator/investigator and attorney.
- The Public Defender will bill separately for expert services on a case-by-case basis, and the respective municipality will pay for those services.