

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TOWN OF BLUFFTON AGREEMENT
NUMBER 2026-53

THIS AGREEMENT is made the ____ of _____, 2026 between the _____ (hereinafter called "Consultant") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires a local, properly licensed and experienced attorney to serve as its part-time prosecutor in the Bluffton Municipal Court; and

WHEREAS, the Town and Consultant desire to enter into an Agreement wherein the Consultant shall provide such services as set forth herein below:

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 the Town and the Consultant, the parties hereto agree as follows:

1. Services/Schedule: The Consultant 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 written agreement by the parties. **The term shall begin July 1, 2026 and end June 30, 2027.**
2. Fees: The total cost of these services shall be a flat rate of \$40,000 per year invoiced on a monthly basis per Attachment 1. 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: The Consultant shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. 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 2026-53 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
4. General Terms and Conditions:
 - a. The Consultant shall be required to maintain the appropriate amounts and coverages of insurance for auto liability, professional malpractice, and workers compensation as identified in Attachment 2 for the entire length of the agreement. The Consultant is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work shall commence **July __, 2062** and the invoice shall not be prorated but instead paid in full.
 - c. Consultant shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Consultant 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. Consultant may not subcontract to another law firm without the prior express written consent of the Town on a case-by-case basis.
 - f. Either party may terminate with sixty (60) days' written notice. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Consultant a prorated amount for that month.

- 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 both parties. The Consultant may not assign this contract without the prior written approval of the Town.
- j. The Consultant shall defend, indemnify, and hold harmless the Town, 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 Town.
- k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Consultant shall perform the work consistent with the professional skill and care ordinarily provided by members of its 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 Town and Consultant other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Consultant's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Consultant. The Consultant's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Consultant shall have any benefits, status, or right of employment with the Town.

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

_____	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

- Attachments:
1. Scope of Work and Fee Schedule
 2. Insurance

ATTACHMENT 1

SCOPE OF WORK

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

1. Represent the Town of Bluffton in the prosecution offenses heard in the Bluffton Municipal Court including misdemeanors and traffic cases for which a sentence of incarceration may be imposed.
2. Perform as trial counsel in those proceedings, including witness preparation, officer preparation, review of video or other evidence, conducting of legal research, and preparation of all motions.
3. Act as negotiator between Defendant's attorney or with Pro Se Defendants to reach a plea agreement where appropriate.
4. Attend all scheduled court sessions, scheduled Tuesdays commencing at 9:00 am until court is adjourned.
5. Flat pay rate is inclusive of direct costs including printing, photography, photocopying, courier services, service of process, filing fees, travel costs and other actual costs.
6. Flat rate is predicated on an assumed time commitment of approximately 15-20 hours per week; assumptions and pay rate may be revisited on an annual basis at least 90 days prior to the exercise of any options for contract renewal.

Services will primarily be fulfilled by Attorney _____ but may be performed by any qualified and experienced member of the Consultant's firm. The Town reserves the right to request which attorney will or will not fulfill the work of this Agreement.

Consultant shall provide invoices via the method specified in this Agreement on a monthly basis.

Consultant shall provide summary reports of case dispositions on a monthly basis via email to Chief of Police Joe Babkiewicz at jbabkiewicz@townofbluffton.com

ATTACHMENT 2

INSURANCE COVERAGES

Workers Compensation – Consultant shall maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Consultant shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Professional Liability (for Professional Services only) – Consultant shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.