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**CITY OF BEAUFORT**  
1911 BOUNDARY STREET  
BEAUFORT MUNICIPAL COMPLEX  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7070  
**CITY COUNCIL WORKSESSION AGENDA**  
**June 13, 2023**

**STATEMENT OF MEDIA NOTIFICATION**

"In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

**WORKSESSION - City Hall, Planning Conference Room, 1st Floor - 5:00 PM**

**Please note, this meeting will be broadcasted via zoom and live streamed on Facebook. You can view the meeting at the City's page; City Beaufort SC**

**I. CALL TO ORDER**

- A. Stephen D. Murray III, Mayor

**II. EMPLOYEE NEW HIRE RECOGNITION**

- A. Court and Legal - Monique Carr and Omecia Clark
- B. Fire Department - Cory Hagens, Davis Khalili, and Lucas Maclellan
- C. Police Department - Jacob Brainerd and Ian Webber
- D. Public Works - Danell Morrell and Kashawn Nix

**III. PRESENTATION**

- A. Interviews of Applicants for Boards, Commissions and Committees
- B. Update on Washington Street Park Project

**IV. DISCUSSION ITEMS**

- A. Memorandums of Understanding between the City of Beaufort Police Department and the Beaufort County Sheriff's Department
- B. Extension of Public Defender Agreement
- C. Resolution to continue membership with the Lowcountry Area Transportation Study Metropolitan Planning Organization and to adopt the geographical boundaries for the Lowcountry Area Transportation Study

**V. EXECUTIVE SESSION**

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of Legal Advice - regarding litigation.
- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding Personnel - Boards, Commissions and Committees

**VI. ADJOURN**



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/12/2023  
**FROM:** Traci Guldner, City Clerk  
**AGENDA ITEM**  
**TITLE:** Interviews of Applicants for Boards, Commissions and Committees  
**MEETING**  
**DATE:** 6/13/2023  
**DEPARTMENT:** City Clerk

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*BACKGROUND INFORMATION:*

Tourism Development Advisory Committee - Randy Novick

Zoning Board of Appeals - Marc Sviland

Military Enhancement Committee - Teri Maude

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*PLACED ON AGENDA FOR:*

*REMARKS:*



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/18/2023  
**FROM:** Linda Roper, Downtown Operations and Community Services Director  
**AGENDA ITEM**  
**TITLE:** Update on Washington Street Park Project  
**MEETING**  
**DATE:** 6/13/2023  
**DEPARTMENT:** Downtown Operations

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*BACKGROUND INFORMATION:*

This project is ongoing. Staff is making this presentation to update council and the public.

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*PLACED ON AGENDA FOR:* Discussion

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Presentation	Backup Material	6/5/2023

# Washington Street Park Update

# Washington Street Park History

- Located in the Historic Northwest Quadrant neighborhood in City of Beaufort's National Landmark Historical District.
- Park was founded in the early 1940's as the Beaufort County Negro Recreation Center by the African American Leaders. City of Beaufort continues to operate the park as a city park today through its lease agreement formalized on September 15, 2017.
- The City of Beaufort highlighted the park as a Civic investment in 2011 and initiated the park's revitalization in 2017.
- The City built new restrooms (2017-2018) and updated 40+ year playground equipment (2021) in Phase I of the Masterplan. Phase II includes construction of a pavilion and relocation of the half basketball court with an adjacent multipurpose court and wall.

# Washington Street Park Masterplan



**Other Notes:**

- Irrigation shall be provided throughout, A complete landscaping plan, including irrigation, will be produced during the next design phase.

# Phase I-Completed



# Washington Street Park Phase II

- The City has initiated Phase II:
- A Phase I Environmental Study was completed in April and submitted to SC Department Commerce for review. City is now awaiting approval.
- City has put out a request for a quote for the design of the pavilion and relocation of the basketball court to Davis and Floyd under our IDC contract. The quote is due May 24, 2023.
- Next step will be to design park according to the master plan through bid for construction.



# Washington Street Park Funding

- The total cost of Phase II is \$1,275,000
- City requested and received \$80,000 with a \$20,000 local match for a total project cost of \$100,000 from the Parks and Recreation Development Fund (PARD).
- City requested \$250,000 with a \$25,000 local match from the Community Development Block Grant Program (CDBG).
- Remaining Balance of \$945,000 funding source will be determined.



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/16/2023  
**FROM:** Dale McDorman, Police Chief  
**AGENDA ITEM TITLE:** Memorandums of Understanding between the City of Beaufort Police Department and the Beaufort County Sheriff's Department  
**MEETING DATE:** 6/13/2023  
**DEPARTMENT:** Police

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***BACKGROUND INFORMATION:***

These Memorandum's of Understanding are a partnership between the City of Beaufort Police Department and the Beaufort County Sheriff's Office.

These also allow us to provide advanced training and specialty assignments to further our retention efforts and provide a better quality of service to our community. Further, these agreements allow for cost sharing, providing additional benefits while being fiscally responsible.

Bomb Squad  
Canine Unit  
Crime Scene Unit  
Special Weapons and Tactics Team (SWAT)

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***PLACED ON AGENDA FOR:*** Discussion

***REMARKS:***

**ATTACHMENTS:**

Description	Type	Upload Date
MOU - Bomb Squad	Backup Material	5/18/2023
MOU - Canine	Backup Material	5/18/2023
MOU - Crime Scene Unit	Backup Material	5/18/2023
MOU - SWAT	Backup Material	5/18/2023



constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**SECTION 4: Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' named duly qualified law enforcement officers acting within and without his resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

**SECTION 5: Term and renewal:** This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

**SECTION 6: Scope of services:** The services to be rendered pursuant to this Agreement shall solely involve the conditional transfer of law enforcement officers from one Party's jurisdiction to the Bomb Squad pursuant to the terms set forth in this agreement. The scope of services to be provided to the Bomb Squad involving explosives, suspected improvised explosive devices, incendiary devices, explosive chemicals, pyrotechnics, ammunition, other types of hazardous devices, and post blast investigations. Additionally, as needed the Bomb Squad will act as a support component of the Bomb Squad during all its operational assignments providing explosive, breaching capabilities, booby-trap neutralization, robot operations, WMD responses, along with any special assignments as deemed appropriate and approved by the Sheriff or his designee. The unit is also available to assist local, state, and federal agencies upon request.

**SECTION 7: Assignment of Law Enforcement Officers:** Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

**SECTION 8: Authority over personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the Parties as employers and the Bomb Squad as employees shall remain with the individual Parties and each Party shall be responsible for ensuring compliance with all applicable local, state and federal employment laws regarding their Bomb Squad members. Notwithstanding the foregoing, any law enforcement officer assigned by a Party to the Bomb Squad under this Agreement shall be directed by the Bomb Squad Commander as to all the Bomb Squad duties.

**SECTION 9: Training:** All named Law Enforcement personnel from Beaufort PD will attend all training mandated by their respective agencies. In addition, all members assigned to the Bomb Squad will attend and pass all training pertaining to their duties as a Bomb Squad member. Upon

agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement with the Bomb Squad. The BCSO will ensure members of the Bomb Squad meet necessary qualifications and standards deemed appropriate by BCSO General Orders. Any named Law Enforcement personnel from Beaufort PD assigned to the Bomb Squad under this agreement shall be removed if s/he fails to meet the qualifications and standards deemed appropriate by BCSO.

**SECTION 10: Records:** Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

**SECTION 11: Equipment:** All required equipment for members of the Bomb Squad will be provided by BCSO. Notwithstanding the foregoing, this Agreement does not provide either Party with any greater rights to use the equipment of the other Party without its expressed consent.

**SECTION 12: Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

**SECTION 13: Insurance:** Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

**SECTION 14: No Indemnification or Third Party Rights:** The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

**SECTION 15: Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or

inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**SECTION 16: Other Agreements.** This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

**SECTION 17: Modification or Amendment.** This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the Parties.

**SECTION 18: Freedom of Information Act.** Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request, and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

**SECTION 19: Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**SECTION 20: Captions.** The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

**SECTION 21: Termination.** In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

**SECTION 22: Automatic termination of Agreement.** This MOU shall remain in effect if either signatory for Beaufort County Sheriff's Office or Beaufort Police Department are no longer employed with their respective Agency for a period of thirty (30) days after their last date of employment. Following the thirty (30) daytime period, this MOU shall be invalid.

**SECTION 23: Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

**OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

P.J. TANNER, SHERIFF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

DALE MCDORMAN, CHIEF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**CITY OF BEAUFORT**, a South Carolina municipal corporation

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

STEPHEN D. MURRAY III, MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

ATTEST: \_\_\_\_\_

SCOTT MARSHALL, CITY MANAGER

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

Beaufort PD assigned to the Bomb Squad:



**SECTION 3: Consent and Request for Assistance:** Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**SECTION 4: Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' duly qualified law enforcement officers and their canine acting within and without their resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

**SECTION 5: Term and renewal:** This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

**SECTION 6: Scope of services:** Either Party shall have the ability to request the services of either Party's respective Canine Unit for any situation where a Canine is warranted. Those scope of those services may include, but are not limited to narcotic detection, building search, assisting in the arrest or prevent escape of serious or violent offender, protect sworn personnel or others from death or serious injury, track suspects, locate hidden evidence of a crime and detect the presence of narcotic.

**SECTION 7: Assignment of Law Enforcement Officers and Canine:** Only named Law Enforcement Officers and their Canine from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers or Canines from Beaufort PD may be added upon a signed written addendum to this Agreement.

**SECTION 8: Authority over personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing.

**SECTION 9: Training:** All law enforcement officers and their canines will attend all training mandated by their respective agencies. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement when responding to request for assistance.

**SECTION 10: Records:** Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall

be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

**SECTION 11: Equipment and Facilities:** Each Party may utilize the equipment and facilities of their own law enforcement agency or other law enforcement agencies in carrying out the Party's obligations set forth in this Agreement. Beaufort PD will be solely responsible for the cost associated with purchasing and maintaining a trained law enforcement Canine.

**SECTION 12: Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

**SECTION 13: Insurance:** Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

**SECTION 14: No Indemnification or Third Party Rights:** The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

**SECTION 15: Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

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**SECTION 20: Captions:** The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

**SECTION 21: Termination:** In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

**SECTION 22: Automatic termination of Agreement:** This MOU shall remain in effect if either signatory for Beaufort County Sheriff's Office or Bluffton Police Department are no longer employed with their respective Agency for a period of thirty (30) days after their last date of employment. Following the thirty (30) day time period, this MOU shall be invalid.

**SECTION 23: Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

*[Remainder of Page Intentionally Left Blank. Signature Page(s) to follow.]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

**OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

P.J. TANNER, SHERIFF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

DALE MCDORMAN, CHIEF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**CITY OF BEAUFORT**, a South Carolina  
municipal corporation

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

STEPHEN D. MURRAY III, MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

ATTEST: \_\_\_\_\_

SCOTT MARSHALL, CITY MANAGER

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

Beaufort PD Officer and Canine:



mutual aid would best serve the interests of each jurisdiction and its residents in accordance with Sections 23-20-10 and 23-20-60 et seq. of the Code of Laws of South Carolina, 1976 as amended.

**SECTION 3: Consent and Request for Assistance:** Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**SECTION 4: Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' named duly qualified law enforcement officers within and without their resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

**SECTION 5: Term and renewal:** This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

**SECTION 6: Scope of services:** Either Party shall have the ability to request the services of the Crime Scene Unit for any situation where the Crime Scene Unit is warranted. Those scope of those services may include, but are not limited to the following: collecting, processing, and preserving physical evidence in the field; crime scene photography and videotaping; crime scene sketches; collection of known standards for comparison; collection of blood and/or other body fluids at crime scene; collection of sexual assault kits; and processing crime scene for latent prints. All services rendered under this agreement shall be in compliance with BCSO General Order 322A3 "Crime Scene Unit/Crime Scene Investigator's."

**SECTION 7: Assignment of Law Enforcement Officers the Crime Scene Unit:** Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

**SECTION 8: Authority over personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing.

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**SECTION 10: Records:** Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

**SECTION 11: Equipment and Facilities:** Each Party may utilize the equipment and facilities of their own law enforcement agency or other law enforcement agencies in carrying out the Party's obligations set forth in this Agreement.

**SECTION 12: Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

**SECTION 13: Insurance:** Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

**SECTION 14: No Indemnification or Third Party Rights:** The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

**SECTION 15: Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**SECTION 16: Other Agreements.** This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

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**SECTION 21: Termination:** In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

**SECTION 22: Automatic termination of Agreement:** This MOU shall remain in effect if either signatory for Beaufort County Sheriff's Office or Beaufort Police Department are no longer employed with their respective Agency for a period of thirty (30) days after their last date of employment. Following the thirty (30) day period, this MOU shall be invalid.

**SECTION 23: Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

*[Remainder of Page Intentionally Left Blank. Signature Page(s) to follow.]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

**OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

P.J. TANNER, SHERIFF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

DALE MCDORMAN, CHIEF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**CITY OF BEAUFORT**, a South Carolina  
municipal corporation

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

STEPHEN D. MURRAY III, MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

ATTEST: \_\_\_\_\_

SCOTT MARSHALL, CITY MANAGER

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

Beaufort PD Officer:



**SECTION 3: Consent and Request for Assistance:** Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**SECTION 4: Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' duly qualified law enforcement officers acting within and without his resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

**SECTION 5: Term and renewal:** This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

**SECTION 6: Scope of services:** The services to be rendered pursuant to this Agreement shall solely involve the conditional transfer of law enforcement officers from one Party's jurisdiction to the S.W.A.T. Team pursuant to the terms set forth in this agreement. The scope of services to be provided to the S.W.A.T. Team include hostage incidents, barricaded suspects, armed barricaded suspects, sniper attacks, service of high risk warrants, stake outs, civil disturbances, VIP protection, mental subjects, suicidal subjects, and any other tactical problems.

**SECTION 7: Assignment of Law Enforcement Officers:** Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

**SECTION 8: Authority over personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the Parties as employers and the S.W.A.T. team as employees shall remain with the individual Parties and each Party shall be responsible for ensuring compliance with all applicable local, state and federal employment laws with regard to the S.W.A.T. team members. Notwithstanding the foregoing, any law enforcement officer assigned by a Party to the S.W.A.T. team under this Agreement shall be directed by the S.W.A.T. Team Commander as to all the S.W.A.T. Team duties.

**SECTION 9: Training:** All named Law Enforcement personnel from Beaufort PD will attend all training mandated by their respective agencies. In addition, all members assigned to the S.W.A.T. Team will attend and pass all training pertaining to their duties as a S.W.A.T. Team member. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related

to their involvement with the S.W.A.T. Team. The BCSO will ensure members of the S.W.A.T. Team meet necessary qualifications and standards deemed appropriate by BCSO General Orders. Any named Law Enforcement personnel from Beaufort PD assigned to the S.W.A.T. Team under this agreement shall be removed if s/he fails to meet the qualifications and standards deemed appropriate by BCSO.

**SECTION 10: Records:** Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

**SECTION 11: Equipment:** All required equipment for members of the S.W.A.T. Team will be provided by BCSO. Notwithstanding the foregoing, this Agreement does not provide either Party with any greater rights to use the equipment of the other Party without its expressed consent.

**SECTION 12: Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

**SECTION 13: Insurance:** Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

**SECTION 14: No Indemnification or Third Party Rights:** The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

**SECTION 15: Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this

Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**SECTION 16: Other Agreements.** This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

**SECTION 17: Modification or Amendment.** This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the Parties.

**SECTION 18: Freedom of Information Act.** Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

**SECTION 19: Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**SECTION 20: Captions.** The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

**SECTION 21: Termination.** In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

**SECTION 22: Automatic termination of Agreement.** This MOU shall remain in effect if either signatory for Beaufort County Sheriff's Office or Beaufort PD are no longer employed with their respective Agency for a period of thirty (30) days after their last date of employment. Following the thirty (30) day time period, this MOU shall be invalid.

**SECTION 23: Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

*[Remainder of Page Intentionally Left Blank. Signature Page(s) to follow.]*

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**OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

P.J. TANNER, SHERIFF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

DALE MCDORMAN, CHIEF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**CITY OF BEAUFORT, a South Carolina municipal corporation**

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_

STEPHEN D. MURRAY III, MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

ATTEST: \_\_\_\_\_

SCOTT MARSHALL, CITY MANAGER

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

Beaufort PD assigned to the S.W.A.T. Team:



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 6/5/2023  
**FROM:** Sarah Farrow, Municipal Court Administrator  
**AGENDA ITEM TITLE:** Extension of Public Defender Agreement  
**MEETING DATE:** 6/13/2023  
**DEPARTMENT:** Municipal Court

---

**BACKGROUND INFORMATION:**

The City currently has a multi-jurisdictional agreement with the Fourteenth Circuit Public Defenders Office that will expire on July 1, 2023, as per the terms of the ACLU settlement agreement from October 2019. The City of Beaufort, Town of Bluffton, and the Town of Port Royal each provide funds towards shared indigent defense services.

The renewal would include the following shared costs:

- \$137,280 split between Beaufort, Bluffton, and Port Royal for public defender attorney service and an administrative assistant (\$45,759.99 City portion; continued cost)
- \$76,163 split between Beaufort, Bluffton, and Port Royal for public defender services at bond hearings (\$25,387.50 City portion; continued cost)
- \$50,000 split between Bluffton, Port Royal, and Beaufort for additional attorney to help with case load. (\$16,666.67 new cost)

Attached is the Agreement to Fund the Municipal Court Attorney and the subsequent extensions.

---

**PLACED ON AGENDA FOR:** Discussion

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Public Defender Agreement	Backup Material	6/5/2023

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

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).

STATEMENT OF PURPOSE

WHEREAS, the Public Defender represents indigent defendants in criminal cases.

WHEREAS, the Municipalities operate municipal summary courts that adjudicate criminal cases.

WHEREAS, Proviso 61.12 codified in Act No. 92 of the 2015 South Carolina Legislative Section reads:

If a municipality has or elects to have an optional municipal court system, it must provide adequate funds for representation of indigents. No public defender shall be appointed in any such court unless the municipality and the office of the circuit public defender have reached an agreement for indigent representation and no funds allocated to the commission shall be used to provide compensation for appointed counsel in municipal courts.

WHEREAS, in order to provide for representation of indigent defendants, the Municipalities agree to collectively contract with the Public Defender to provide indigent defense services in accordance with terms set out herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Municipalities and the Public Defender agree as follows:

TERMS OF AGREEMENT

1. The Municipalities agree to collectively contract with Public Defender to provide indigent defense services in accordance with the signed settlement between the Municipalities and the Plaintiffs in *Bairefoot v. Beaufort* and the relevant Performance Standards for Public Defenders and Assigned Counsel (Non-Capital) adopted by the South Carolina Commission on Indigent Defense on July 1, 2013. In order to conform to changes in South Carolina Supreme Court Rules or Standards or in the South Carolina Bar Association Standards, the parties agree to reopen this Agreement in order to incorporate those changes and adjust the provisions of this Agreement.
2. The Municipalities shall certify compliance with this agreement to Plaintiffs' counsel (ACLU and Nelson Mullins) and the District Court of South Carolina on the form established for that purpose every six months for the two years following October 7, 2019, and thereafter each year for two subsequent years (in total from October 7, 2019 to October 6, 2021). Such certification will be accompanied by the provision of the data from the Municipalities as agreed upon by Municipalities and Plaintiffs' counsel. Following such certified compliance and provision of data, either the Municipalities or Plaintiffs' counsel may request a meeting to discuss compliance and/or the data.
3. Cost. The cost for the annual contract is set out in "Exhibit A".
4. The Public Defender will provide indigent defense services, including direct appeals, to the same level/performance that are provided to indigent defendants in the Circuit Court, including, but not limited to the following:
  - (a.) Accept appointment to represent indigent defendants within 24 hours of appointment;
  - (b.) Meet with in-custody clients within 24 hours of receiving the appointment;



(c.) Communicate with out-of-custody clients within 72 hours of receiving the appointment and meet with out-of-custody clients as soon as possible and presumptively at least once before the first court appearance following the appointment of counsel;

(d.) The Public Defender attorney agrees to provide for use by incarcerated indigent defendants a free, "do not record" phone line;

(e.) Review forms from the jail or other incarceration facility to assure that they accurately advise clients whether written communications are confidential; and

(f.) With reference to any indigent defendant client being held in an out-of-county jail or other incarceration facility, determine what arrangements have been made to allow clients to maintain confidential communications with their Attorney and timely notify the Municipalities if no such arrangements are in place.

(g.) The Public Defender shall implement a system to collect and report to the Municipalities on a monthly basis on a form provided by the Municipalities the following information:

- i. Municipal court caseload by attorney by month and annually, preferably by charge category (e.g., traffic, criminal, DUI, municipal ordinance, "failure to pay legal financial obligations")
- ii. The number of closed cases in which the public defender requested additional funds; the reason for the request (investigation, experts, interpreters, etc.); the total amount of funds requested; and whether the request was granted or denied
- iii. The number of closed cases which were tried, and whether trial was by jury or by a judge
- iv. The number of closed cases in which the public defender utilized investigators and/or social workers and/or interpreters



v. The number of closed cases in which substantive motions were filed, including:

- a. Motions to suppress evidence
- b. Motions to dismiss or reduce the charges
- c. Motions for discovery, including Brady material

vi. The number of appeals and writs

vii. The number of hours of CLE training attended by each attorney

The municipalities and the public defender will communicate regularly regarding the information. The municipalities and the public defender will calendar meetings at least quarterly as may be necessary to review the data collected and its significance.

5. Case Counts. Based upon case counts maintained by attorneys and reviewed by the Municipalities, the current estimate for annual case counts filed by the Municipalities is, for Beaufort, approximately 5,150 traffic and six hundred (600) non-traffic cases or about one thousand four hundred forty (1,440) cases per quarter, and for Bluffton, approximately three thousand five hundred seventy (3,570) traffic and six hundred (600) non-traffic cases or about one thousand four hundred forty (1,040) cases per quarter. The annual case counts for all cases in which the person charged is indigent and facing the possibility of incarceration is not currently known but will be collected by the Municipalities. Based on previous data the parties should anticipate that this number, including traffic cases where there is a possibility of a sentence of incarceration, to be 600 cases. As provided in the Standards, the case counts also include the Public Defenders appearance at all status, post conviction proceedings, and roster meetings. The Public Defender will ensure that its attorneys assigned to provide services under this Agreement will not have more than 400 cases per year per attorney absent unusual or compelling circumstances warranting a time-limited excess of 400 not to exceed 425. A direct appeal will be

counted as a separate case from the municipal case. Legal interns will not be used to represent clients alone without in-court supervision. In the event the case limits are continually exceeded, the municipalities will meet with Public Defendant to discuss extra personnel. If extra personnel are agreed to, the municipalities will equally share the new costs.

6. Term. The term of this Agreement shall be from the date of execution through July 1, 2021, unless sooner terminated as provided herein. The Agreement may be extended for additional one-year terms at the mutual agreement of the parties.

7. 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 South Carolina Supreme Court. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender Office who shall have thirty (30) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the Municipalities' discretion. In lieu of terminating this contract, the Municipalities may agree in writing to alternative corrective measures.

8. Termination on Mutual Agreement. The parties may agree in writing to terminate this contract 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.

9. Termination on Cessation of the Municipal Court. In the event that the Municipalities acting jointly or any City individually chooses in its/their sole discretion to terminate its/their Municipal Court, this agreement shall expire upon the last day of the contract unless the



remaining municipalities and the Public Defender decide to continue the contract with the appropriate financial amendments.

10. **Nondiscrimination.** Neither the Public Defender nor any person acting on behalf of the Public defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, including gender identity, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, HIV/AIDS and Hepatitis C status, or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement. The Municipalities likewise shall not discriminate against any of the Public Defender's employees or clients for any of the above listed reasons.

11. **Hold Harmless and Indemnification.** The Attorneys agree to hold harmless and indemnify the Municipalities, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorneys' fees or awards, and including claims by Attorneys' own employees arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorneys, their officers or agents.

12. **Work Performed by Attorney.** In addition to compliance with the Standards, in the performance of work under this Agreement, Attorneys shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Attorney's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. **Work Performed at Public Defender's Risk.** The Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the



Public Defender's own risk, and the Public Defenders shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

14. **Modification.** 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 Municipalities and the Public Defender.

15. **Entire Agreement.** The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall constitute the entire agreement of the parties and all prior and contemporaneous representations and negotiations are merged herein.

16. **Non-waiver of Breach.** The failure of the Municipalities 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.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which constitute one and the same agreement.

18. **Effectiveness.** This Agreement becomes effective on December 17, 2019.



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

TOWN OF BLUFFTON  
By: Marc Orlando  
Its: Town Manager  
Date: 12-18-19  
Witness: Frank Luffman

CITY OF BEAUFORT  
By: [Signature]  
Its: City Manager  
Date: 12/17/2019  
Witness: J Farrow

FOURTEENTH JUDICIAL CIRCUIT  
PUBLIC DEFENDER

By: Stephanie Spout Little  
Its: Circuit Public Defender  
Date: 12/17/19  
Witness: J Farrow

TOWN OF PORT ROYAL

By: [Signature]  
Its: Town Manager  
Date: 12-18-19  
Witness: Traci Haddock

**"EXHIBIT A"**

Town of Bluffton	\$42,656.66
City of Beaufort	\$42,656.66
Town of Port Royal	\$42,656.66

**Additional Consideration:**

- City of Beaufort will supply office space and automobile.
- Town of Bluffton and Town of Port Royal will provide office supplies for administrator/investigator and attorney.
- Town of Bluffton will provide training for scheduling court sessions to the administrator/investigator.
- The base salary of the administrator/investigator will be increased from \$28,000 to \$35,000 on July 1, 2020 provided the raise is warranted by performance-said raise to be apportioned one-third each to the municipalities.
- the Public Defender will bill separately for expert services on a case-by-case basis, and the respective municipality will pay for those services

12/17/19  


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, 2021; 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, 2022;

NOW THEREFORE, the parties hereby agree as follows:

1. The Agreement shall be extended for an additional one-year term, until July 1, 2022.
2. In December, 2021, 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 2022-23 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.

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

TOWN OF BLUFFTON

By: [Signature]

Its: Town Manager

Date: 8/23/2021

Witness: [Signature]

CITY OF BEAUFORT

By: [Signature]

Its: City Manager

Date: 8/20/2021

Witness: [Signature]

FOURTEENTH JUDICIAL CIRCUIT

PUBLIC DEFENDER

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Date: 8/20/21 \_\_\_\_\_

Witness: \_\_\_\_\_

TOWN OF PORT ROYAL

By:  \_\_\_\_\_

Its: Town Manager \_\_\_\_\_

Date: 8/23/21 \_\_\_\_\_

Witness: Ineri Naddukh \_\_\_\_\_

## Proposal for Bond Court

### Estimated Total

Attorney - Contract Attorney

Kevin Phillips - \$25,000.00

\$25,000.00

Attorney - Contract Attorney

Ian Deykach - \$30,000.00

\$30,000.00

Admin/Investigator

Marlene Kinard - \$35000 x .33%

\$46,550.00

Total from each Municipality

City of Beaufort

\$25,387.50

Town of Bluffton

\$25,387.50

Town of Port Royal

\$25,387.50

Public Defender's Office

\$25,387.50

Total

\$101,550.00

**EXTENSION OF AGREEMENT TO FUND MUNICIPAL COURT ATTORNEY**

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NOW THEREFORE, the parties hereby agree as follows:

1. The Agreement shall be extended for an additional one-year term, until July 1, 2023.
2. In December, 2022, 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 2022-23 extension/modification of the Agreement.
3. The Agreement shall include the cost of indigent representation at bond court.
4. With these exceptions, all other terms and conditions of the Agreement shall remain unchanged and in force and effect.

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

TOWN OF BLUFFTON

By: [Signature]

Its: Town Manager

Date: 7/21/22

Witness: [Signature]

CITY OF BEAUFORT

By: [Signature]

Its: City Manager

Date: 8/01/2022

Witness: Traci Boldner

FOURTEENTH JUDICIAL CIRCUIT

PUBLIC DEFENDER

By: [Signature]

Its: \_\_\_\_\_

Date: 7/28/22

Witness: [Signature]

TOWN OF PORT ROYAL

By: [Signature]

Its: Town Manager

Date: 7/28/22

Witness: [Signature]



---

## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 6/9/2023  
**FROM:** Scott Marshall, City Manager  
**AGENDA ITEM TITLE:** Resolution to continue membership with the Lowcountry Area Transportation Study Metropolitan Planning Organization and to adopt the geographical boundaries for the Lowcountry Area Transportation Study  
**MEETING DATE:** 6/13/2023  
**DEPARTMENT:** City Managers Office

---

**BACKGROUND INFORMATION:**

In December 2022, the Bureau of Census defined a new Urbanized Area, based on the 2020 Census, when the combined population of the Town of Port Royal, the City of Beaufort and parts of unincorporated Beaufort County reached over 50,000 already encompassed within the existing Lowcountry Area Transportation Study (LATS) Metropolitan Planning Organization (MPO) boundary.

These circumstances presented this newly defined urbanized area with a choice to establish an MPO separate from LATS, or to remain incorporated within LATS. Input was provided to the Northern Regional Plan Implementation Committee by the Lowcountry Council of Governments, the South Carolina Department of Transportation, and others at their meeting on May 26, 2023. Based on the input and the discussion that followed, the consensus among representatives present for the meeting was that the preferred option was for the new urbanized area to remain a part LATS.

The Resolution attached for consideration affirms the City's preference for the new urbanized area to remain in LATS. Also included in this package is a letter from the LATS Policy Committee Chair encouraging the same.

---

**PLACED ON AGENDA FOR:** *Discussion*

**REMARKS:**

Staff recommends approval of the attached Resolution

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Backup Material	6/9/2023
LATS Letter of Support	Backup Material	6/9/2023

**RESOLUTION 2023/008**

**A RESOLUTION TO CONTINUE MEMBERSHIP WITH THE LOWCOUNTRY AREA  
TRANSPORTATION STUDY METROPOLITAN PLANNING ORGANIZATION AND TO ADOPT THE  
GEOGRAPHICAL BOUNDARIES FOR THE LOWCOUNTRY AREA TRANSPORTATION STUDY**

**WHEREAS**, in March 2012, the Bureau of the Census defined a new Urbanized Area, based on the 2010 Census, when the combined population of the Town of Hilton Head Island, the Town of Bluffton, and parts of unincorporated Beaufort County reached over 50,000; and

**WHEREAS**, 23 CFR Section 450.310(a) requires that a Metropolitan Planning Organization (MPO) be designated for each Urbanized Area with a population of more than 50,000 individuals as determined by the Bureau of the Census; and

**WHEREAS**, The Lowcountry Area Transportation Study (LATS) Metropolitan Planning Organization (MPO) was formed in 2013 for the purpose of carrying out a continuing, cooperative, and comprehensive multimodal transportation planning process, including the development of a metropolitan transportation plan and a transportation improvement program that encourages and promotes the safe and efficient development, management, and operation of surface transportation systems to serve the mobility needs of people and freight (including accessible pedestrian walkways and bicycle transportation facilities) and foster economic growth and development, while minimizing transportation-related fuel consumption and air pollution; and

**WHEREAS**, the MPO is a policy board of the organization created and designated to carry out the metropolitan transportation planning process and act as the forum for cooperative decision making by the principal elected officials of the units of general purpose local government; and

**WHEREAS**, this Policy Board is governed by its own bylaws and shall consist of the following voting members:

- |                                  |     |
|----------------------------------|-----|
| Town of Hilton Head Island Mayor | (1) |
| Town of Bluffton Mayor           | (1) |
| Town of Port Royal Mayor         | (1) |
| City of Beaufort Mayor           | (1) |
| City of Hardeeville Mayor        | (1) |
| Beaufort County Council Chairman | (1) |
| Jasper County Council Chairman   | (1) |

Beaufort County Legislative Delegation Representative	(1)
Jasper County Legislative Delegation Representative	(1)
LRTA Executive Director	(1)

**WHEREAS**, funds are provided by the Federal government through the State to accomplish required activities of the MPO; and

**WHEREAS**, the MPO designation was made by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the affected population; and

**WHEREAS**, the Metropolitan Planning Area (MPA) boundaries in which the metropolitan transportation planning process is carried out by the MPO shall encompass the entire existing Urbanized Area plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan. This area will include all or some portion of the above-referenced governmental entities; and

**WHEREAS**, in December 2022, the Bureau of the Census defined a new Urbanized Area, based on the 2020 Census, when the combined population of the Town of Port Royal, the City of Beaufort, and parts of unincorporated Beaufort County reached over 50,000 already encompassed within the existing LATS MPO boundary; and

**WHEREAS**, the new urbanized area representatives of *"Beaufort – Port Royal"* (City of Beaufort, Town of Port Royal, and portions of unincorporated Beaufort County) choose to remain a member of LATS MPO; and

**WHEREAS**, Lowcountry Council of Governments (LCOG) has traditionally coordinated transportation planning and federal transportation fund distribution in a multi-county area; and

**WHEREAS**, LCOG should retain the role of coordinating transportation planning and federal fund distribution to the designated multi-county area by becoming the fiscal agent and lead agency for coordination of the MPO, with assistance from the participating governments and public transit organization.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Beaufort, approves and agrees as follows:

1. The MPA boundaries as designated at Exhibit "A," attached hereto and subject to final "smoothing" of the area perimeter; and
2. The new urbanized area of *"Beaufort – Port Royal"* will remain members of LATS MPO, with Policy Board as constituted above; and
3. To be a member of and participate in the activities of the MPO; and

4. To contribute a portion of the local matching funds required to establish and operate the MPO, equal to its per capita share of the MPA's current population; and
5. The designation of Lowcountry Council of Governments as fiscal agent and entity leading and coordinating the MPO; and
6. The name of the MPO shall remain the Lowcountry Area Transportation Study.

This Resolution shall be effective June 13, 2023.

Dated this 13th Day of June 2023.

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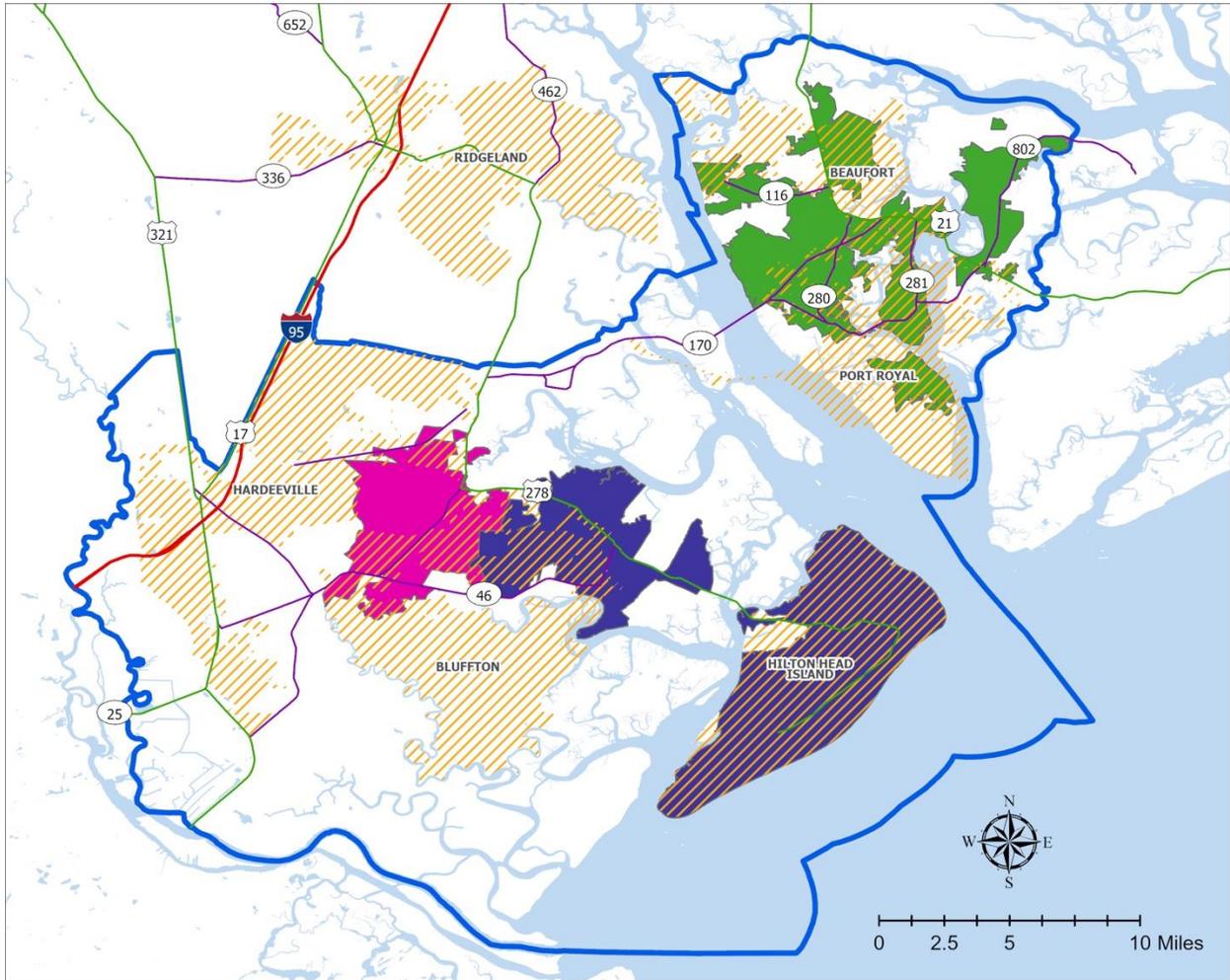
Stephen D. Murray III, Mayor

Attest:

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Traci Guldner, City Clerk

EXHIBIT "A"



**Lowcountry MPO**



-  **Lowcountry MPO Boundary**
-  **Municipal Boundary**
-  **Interstate**
-  **SC Highways**
-  **US Highways**

**Urban Cluster**

-  **Beaufort - Port Royal**
-  **Bluffton East - Hilton Head Island**
-  **Bluffton West**



June 2<sup>nd</sup>, 2023

Mayor Stephen Murray, City of Beaufort  
Mayor Joe DeVito, Town of Port Royal  
Joe Passiment, Chairman Beaufort County Council

**Re: Support for urban areas to remain one Metropolitan Planning Organization**

Dear Mayor Murray, Mayor DeVito and Chairman Passiment,

The Lowcountry Area Transportation Study (LATS) Metropolitan Planning Organization (MPO) Policy Committee strongly supports that the newly designated urban area of Beaufort – Port Royal remain with LATS as a single MPO. The LATS MPO was formed as a result of the designation of the Bluffton – Hilton Head Island Urban Area following the 2010 Decennial Census. An MPO oversees the transportation planning process for a Metropolitan Planning Area, which encompasses the existing Census designated urbanized area and the area expected to become urbanized in the next 20 years. At the time the LATS study was created it was anticipated that the Beaufort – Port Royal area population would become urbanized and thereby was incorporated into the LATS study boundary.

The federal government requires MPOs to establish a regional planning process that is Comprehensive, Continuing, and Cooperative (the three Cs of transportation planning). This includes the development of several key planning documents including the metropolitan long-range transportation plan and a transportation improvement program that encourages and promotes the safe and efficient development, management, and operation of surface transportation systems to serve the mobility needs of people and freight. This regional planning process has been in place in the Lowcountry since the creation of LATS in 2013.

In the spirit of comprehensive, continuing, and cooperative regional planning we encourage the Town of Port Royal, the City of Beaufort and Unincorporated Beaufort County to remain a part of the LATS MPO to most efficiently and effectively continue carry out regional transportation planning.

**c/o Lowcountry Council of Governments**

Main: 843.473.3990 Planning: 843.473.3958 Fax: 843.726.5165



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If you have questions please contact Stephanie Rossi, at [srossi@lowcountrycog.org](mailto:srossi@lowcountrycog.org) or (843) 473-3958.

Thank you,

Mayor Lisa Sulka, Town of Bluffton  
LATS Policy Committee Chair

CC: Lowcountry Area Transportation Study Policy Committee  
LATS Technical Committee  
City and Town Managers  
Beaufort County Administrator

**c/o Lowcountry Council of Governments**

Main: 843.473.3990 Planning: 843.473.3958 Fax: 843.726.5165