ORIGINAL

RESOLUTION NO.: R-2026-056

Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and the Fifth Circuit Public Defender

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 18th day of August, 2026, that the City Manager is hereby authorized to execute the attached Memorandum of Understanding Fiscal Year 26/27, between the City of Columbia and the Fifth Circuit Public Defender, or on a form to be approved by the City Attorney, regarding representation of indigent defendants in the Municipal Court for the City of Columbia.

Requested by:

Teresa Wilson, City Manager

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

City Attorney

City Clerk

Introduced: 08/18/2026
Final Reading: 08/18/2026

MEMORANDUM OF UNDERSTANDING FISCAL YEAR 26/27

PARTIES: This agreement sets forth the understanding between the City of Columbia ("City") and the Fifth Circuit Public Defender ("Public Defender") regarding representation of indigent defendants in the Municipal Court for the City of Columbia.

BACKGROUND: The parties understand the constitutionally mandated requirement that persons who face the possibility of incarceration if convicted of a crime in Municipal Court, and who are unable to afford to hire an attorney, are entitled to the appointment of counsel.

The parties understand that Proviso 61.12 of the 2020 – 2021 Appropriations Act for the State of South Carolina requires:

> **61.12.** (INDEF: Optional Courts and Indigent Representation) 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.

PURPOSE: The City desires to have the Public Defender provide the representation referenced in Proviso 61.12. Public Defender desires to undertake providing this representation.

COMPENSATION: The City agrees that it will pay the Public Defender the sum of $225,000.00 per fiscal year (July 1 to June 30), payable, upon receipt of a bill for these services from the Public Defender, in equal quarterly installments of $56,250.00 due on the first of the month in January, April, July, and October. The first such payment per this Memorandum will be due July 1, 2026, and subsequent payments will be due October 1, 2026, January 1, 2027, and April 1, 2027.

SERVICES: The Public Defender agrees that it will provide three (3) attorneys to represent individuals charged with summary court offenses in the Municipal Court of the City. The Public Defender shall have full discretion in making hiring decisions for these positions. These attorneys will have no other duty than representing individuals in the Municipal Court of the City. Appointment must still be accomplished only after indigence screening and approval pursuant to the provisions of Rule 602, SCACR. Should a conflict arise in the representation of a client, the Public Defender is responsible for obtaining substitute counsel.

RENEWAL: To remain in effect this agreement must be renewed by the parties annually. Renewal must be accomplished by May 1st each year so that the parties may make other arrangements for services and personnel in time for the new fiscal year which begins July 1st.

TERMINATION: This agreement will terminate if it is not renewed by the last date of the term of the agreement. Additionally, either party may terminate this agreement by providing 90 days written notice of termination to the other party.

DUTIES UPON TERMINATION: The parties understand that upon termination of this agreement, City will be solely responsible for providing Indigent Defense services for summary court offenses in the Municipal Court of the City per the terms of Proviso 61.12. The parties further understand that upon termination of this agreement Public Defender will be responsible for continuing representation through the conclusion of the matter on all cases to which it was appointed prior to the termination of this agreement.

SCOPE OF AGREEMENT: This document represents the entire agreement between the parties. It may be amended by subsequent written agreement between the parties.

E. Fielding Pringle
Circuit Public Defender
Fifth Judicial Circuit

Date: 1/8/26

Teresa B. Wilson
City Manager
City of Columbia

Date: 8/19/2026

APPROVED AS TO FORM
Legal Department City of Columbia, SC
08/18/2026