

TOWN OF EDISTO BEACH, SOUTH CAROLINA

**REQUEST FOR QUALIFICATIONS (RFQ) 2022-01
MUNICIPAL JUDGE SERVICES**

Issued: January 18, 2022 Due: March 1, 2022

Responses shall be returned on or before March 1, 2022, at 2:00 PM to:

Town of Edisto Beach
Attn: RFQ – Municipal Judge
2414 Murray Street
Edisto Beach, SC 29438

NOTICE TO RESPONDENTS

The Town of Edisto Beach is soliciting sealed responses of interest for the position of Municipal Judge, which is a part-time appointed position for a two-year term. Qualified applicants are invited to submit qualifications for the provision of these services. To be considered, a response must address each of the requests for information included in this RFQ.

All addenda, notices, additional information, etc. will be posted to the Town of Edisto Beach website at <http://www.townofedistobeach.com>.

One (1) original plus one (1) digital copy of proposal must be sealed and returned by 2:00 p.m., on March 1, 2022, to the address above. Respondent is responsible for delivery of response by the date and time set for the closing of the receipt of responses with proof of delivery. Responses received after the date and time set for the closing will not be considered. The Town of Edisto Beach reserves the right to reject any or all responses and waive informalities in responses received.

All inquiries concerning this RFQ must be made via e-mail to: ihill@townofedistobeach.com

SCOPE OF SERVICE

The Municipal Judge presides over Municipal Court for all class C misdemeanors, violations of Town ordinances, pre-trial conferences, motion hearings, preliminary hearings, hearings related to civil fines as provided by ordinance, jury trials, and all other matters where jurisdiction is vested and appropriately tried in a Municipal Court. The Municipal Judge is appointed by the Town Council for a term of two (2) years and works as part-time employee. The Municipal Judge will be responsible for scheduling to ensure there is efficient operation of Municipal Court services. Currently, Municipal Court is held once per month during the months of October through April and two regular sessions per month during the months of May through September. Bond hearings are currently conducted by the Magistrate Judges by agreement. If that agreement ends the Municipal Judge will be required to conduct bond hearings, or arrange for coverage by another qualified judge at no cost to the Town, twice per day every day with one in the morning and one

in the afternoon. The Municipal Judge is also required to hear cause and issue warrants as needed. The Municipal Judge needs to be available during nights, weekends, and holidays for consideration of warrants, or arrange for coverage by another qualified judge at no cost to the Town.

STATEMENT OF QUALIFICATION

1. Must be a resident of the State of South Carolina and must possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association.
2. Must be a member in good standing with the State Bar of South Carolina.
3. Be at least twenty-one (21) years of age.
4. Have had at least five (5) years' experience as a practicing Attorney in South Carolina.

The Municipal Judge is required to attend mandated orientation/training through the South Carolina Judicial Department within one (1) year of taking office. Members of the South Carolina Bar Association are exempt from the required examination but must attend the orientation. The Town will cover costs related to training for the Municipal Judge as allowed by Town policies and procedures.

RESPONSE REQUIREMENTS

1. Cover letter and statement of qualifications.
2. Resume to include State of South Carolina Bar Number
3. Three professional references with addresses and phone numbers.
4. If applicable, a list of previous judicial service with contact name and number of persons associated with the court's operations.

CONTRACT

Upon selection, it is anticipated that the Town and the candidate selected will enter a contract subject to the information contained in the RFQ. A copy of the proposed contract, which is negotiable by the parties, is attached to this RFQ.

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STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

MUNICIPAL JUDGE AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into effective the _____ day of March, 2022, by and between the **Town of Edisto Beach** (the “Town”), a body politic and municipal corporation duly organized under the laws of South Carolina, and _____ (“Judge”) of _____.

RECITALS:

WHEREAS, the Town Council has determined to appoint _____ as Presiding Municipal Judge of the Town of Edisto Beach Municipal Court pursuant to Section 54-36 of the Edisto Beach Code of Ordinances and desires to set the compensation of the Judge at a base salary of \$_____ per month with additional compensation of \$_____ per court session; and

WHEREAS, _____ desires to accept the appointment as Presiding Municipal Judge and the compensation contained herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. TERM

Pursuant to Section 54-36 of the Town Code, _____ is hereby appointed Municipal Judge for a two (2) year term commencing on March __, 2022 and until a successor is appointed. The Judge shall be subject to removal for cause by a vote of a majority of a quorum council, provided, that before such removal shall be declared or shall take effect, the council shall cause due written notice of the charges against the Judge to be served upon the Judge personally or by mail; and the Judge shall be afforded an opportunity to appear before the council and to be heard in the Judge's defense.

II. COMPENSATION

A. The Judge shall be compensated at a base salary of \$_____ per month with additional compensation of \$_____ per court session. The salary shall not be increased or diminished during the term for which the Judge is appointed and is serving.

B. The Town shall be responsible for payment of professional development expenses including completion of judicial training programs to be reimbursed upon receipt of invoices or

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billings evidencing such expenses. The Judge shall obtain pre-authorization from the Town prior to incurring an expenditure for professional development and training. The Judge shall bear the cost of any expenditures which are not pre-approved.

III. DUTIES

A. The Judge shall perform all duties normally associated with the position of municipal judge, including but not limited to the following:

1. Judge shall preside over regular and special sessions of the Edisto Beach Municipal Court. The Municipal Court currently conducts one regular session per month during the months of October through April and two regular sessions per month during the months of May through September, however, the Judge shall hold court with such additional frequency as is required to timely dispose of all pending cases, including cases scheduled for jury trials. The Judge shall conduct bond court (or ensure that bond court is conducted by agreement with the Magistrate's Court) in accordance with the Orders of the Chief Justice of the Supreme Court. The Judge shall preside over Municipal Court for all class C misdemeanors, violations of Town ordinances, pre-trial conferences, motion hearings, preliminary hearings, hearings related to civil fines as provided by ordinance, jury trials, and all other matters where jurisdiction is vested and appropriately tried in a Municipal Court.

2. Judge may be contacted seven days a week both during the day and at night for the issuance of warrants or hearings when necessary.

3. Judge, like other Municipal Court personnel, shall be subject to the direction of the Town Council or designee, provided, however, that such direction shall not deprive the Municipal Court of its judicial independence and discretion in matters pending before the Municipal Court.

4. Judge shall abide by the Code of Judicial Conduct for the State of South Carolina and perform all duties required by law for a municipal/summary court judge.

5. Judge shall become and remain qualified as a Municipal Judge and shall become and remain certified under the laws of the State of South Carolina and regulations promulgated by the State Supreme Court and South Carolina Court Administration.

B. Judge shall refrain from any activities that might constitute a conflict of interest, including, but not limited to, representing parties adverse to the Town, representing officials or employees of the Town, representing applicants for permits, licenses or other approvals from the Town, and representing any party having financial or legal dealings with the Town.

C. In the event the Judge is unavailable to preside over any court session, the Judge shall provide the Town with reasonable advance notice of unavailability, and the Judge shall arrange

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for a relief judge, if available, at no cost to the Town or with Town approval as to cost to preside in the Judge's absence unless the docket is able to be re-scheduled.

IV. COMPLIANCE WITH THE LAW

Nothing herein shall be deemed to create any additional terms, conditions, or obligations of employment in addition to those provided for by state law and the Edisto Beach Code of Ordinances, nor is anything herein intended to change the nature of the Municipal Judge position as an appointed position under the Edisto Beach Code of Ordinances; rather, this Agreement is simply intended to memorialize the term and compensation of the Municipal Judge as required by the applicable law.

V. EMPLOYEE STATUS

It is understood and agreed that the Judge is a part-time employee of the Town and shall only be entitled to employment benefits as provided by Town policy and state law.

VI. SEVERABILITY

If any provision hereof is adjudged to be invalid, unenforceable or inconsistent with judicial ethics by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable provision shall not affect the validity of this Agreement as a whole and all other provisions hereof shall be given full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

TOWN OF EDISTO BEACH

W. Crawford Moore, Jr., Mayor

ATTEST:

Angela Davis, Town Clerk

MUNICIPAL COURT JUDGE

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STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 2022 by Mayor w. Crawford Moore, Jr., Angela Davis, and _____.

SWORN to before me this

____ day of _____, 2022

Notary Public for South Carolina
My Commission Expires: _____