

TOWN COUNCIL

STAFF REPORT

Municipal Court Department



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| MEETING DATE: | June 10, 2025 |
| PROJECT: | Consideration of a Contract Renewal with Ralph E. Tupper for Judicial Services for the Town of Bluffton Municipal Court |
| PROJECT MANAGER: | Lisa Cunningham, Clerk of Court |

RECOMMENDATION: Staff requests that Town Council adopt a Resolution authorizing the Town Manager to renew for an additional three-year term between the Town of Bluffton and Ralph E. Tupper for Judicial Services at the Beaufort County Detention Center for the Town of Bluffton Municipal Court.

BACKGROUND/DISCUSSION: In 2007, the Town entered a contract with Municipal Judge Ralph E. Tupper to conduct bond hearings twice daily, seven days a week—including holidays and weekends—at the Beaufort County Detention Center. The most recent contract renewal took effect on July 1, 2022, and is scheduled to expire on June 30, 2025. Under the proposed terms, the annual cost to the Town would increase from \$9,000 to \$13,500, to be paid in monthly payments.

ATTACHMENTS:

1. Renewal to Contract #2016-49RT
2. Resolution
3. Motion

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT # 3
TO
CONTRACT # 2016-49RT

WITNESSETH:

WHEREAS, Contract # 2016-49RT was made and entered into the 22nd day of July, 2016 between the Town of Bluffton (hereinafter the "Town") and Ralph E. Tupper (hereinafter "Judge"); and

WHEREAS, 2016-49RT documented a mutual understanding for the provision of judicial services at the Beaufort Count Detention Center for the Town for a duration of three (3) years; and

WHEREAS, in Amendment 1, the Town and Judge agreed to renew the agreement for services for another three (3) year option effective from July 1, 2019 to June 30, 2022; and

WHEREAS, in Amendment 2, the Town and Judge agreed to renew the agreement for services for another three (3) year option effective from July 1, 2022 to June 30, 2025; and

WHEREAS, the Town and Judge agree to amend 2016-49RT as described herein.

NOW, THEREFORE, in exchange for the mutual promises written herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town and the Judge agree as follows:

1. Town and Judge agree to renew 2016-49RT for one additional three-year renewal term for the period from July 1, 2025 to June 30, 2028.
2. The rates indicated in the original contract shall be increased as detailed in Attachment 1 hereto.

IN WITNESS WHEREOF, the parties hereto have caused the within Amendment # 3 to Contract # 2016-49RT to be executed this _____ day of _____, 2025.

RALPH E. TUPPER

TOWN OF BLUFFTON

Date: 4/28/25

Date: _____

By: [Signature]

By: _____

Print Name: Ralph E. Tupper

Print Name: _____

Position: Judge

Position: _____

Witness: [Signature]

Witness: _____

Attachments:

1. Scope of work and rates

ATTACHMENT 1

SCOPE OF WORK AND RATES

Municipal Judge duties on behalf of the Town of Bluffton shall be performed at the Beaufort County Detention Center and shall include:

- a) Sign prepared criminal arrest warrants;**
- b) Conduct bond hearings; set, approve, and accept written bonds in criminal matters, or accept cash bonds in lieu of written bonds during normal business hours;**
- c) Order the release of prisoners when proper and adequate bonds have been duly posted;**
- d) Within two days, transfer any such warrant or cash bond to the Town of Bluffton's Municipal Court;**
- e) Bond hearings scheduled for the Town of Bluffton shall commence on a time specified; and**
- f) Shall allow the Town of Bluffton Municipal Judge the right to appear and set bond on an individual case.**

As consideration for performance of these services, the Town of Bluffton shall pay One Thousand One Hundred and Twenty Five Dollars (\$1125.00) per month commencing on July 1 of each year. In the event the Judge provides judicial services apart from Bond Court, the Judge shall receive separate consideration at a rate of One Hundred and Thirty-Five Dollars (\$135.00) per hour plus reimbursable expenses.

There are no reimbursable expenses under this Agreement.

A RESOLUTION

RELATING TO THE TOWN OF BLUFFTON, SOUTH CAROLINA, SUPPORT OF CONTRACT 2016-49RT WITH RALPH E. TUPPER

WHEREAS: Contract 2016-49RT was entered into the 1st, day of July 2022 between the Town of Bluffton and Ralph E Tupper for Judicial Services for the Town of Bluffton Municipal Court.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council (the "Council"), as the governing body of the Town of Bluffton, as follows:

1. The Council hereby declares that this Resolution shall constitute its consent to the renewal and extension of Contract 2016-49RT with Ralph E. Tupper.

Approved this 10th day of June 2025.

Larry Toomer, Mayor

Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk

SEAL

Recommended Motion

Consideration to Approve a Resolution for Execution of an Extension of Contract between the Town and Ralph E Tupper for Judicial Services at Beaufort County Detention Center for Bluffton Municipal Court.

"I make a motion to adopt the Resolution to Renew the Contract Extension with Ralph E. Tupper for Judicial Services for Bluffton Municipal Court."