

**Vendor Agreement with County Attorney Providing Legal
Service to Guardians ad Litem in the
SC Vulnerable Adult Guardian ad Litem Program**

This contract is made by and between James N. Parr, Esq. (County Attorney), and the South Carolina Vulnerable Adult Guardian ad Litem Program (SCVAGAL) under the Lieutenant Governor's Office on Aging ("GAL Program") for representation of Guardians ad Litem in Newberry County, SC. County Attorney shall perform the duties set forth below in consideration for the contract amount provided for in Article V. This Agreement shall be effective for the period commencing February 1, 2017 and ending at midnight, June 30, 2017, unless terminated earlier as provided for herein. It is understood that near the conclusion of the contract period, the SCVAGAL Program, at its discretion, may seek new applicants for the County Attorney's position for the above-named county or offer to extend this contract and also that the County Attorney may reapply for the position.

ARTICLE I: COUNTY ATTORNEY QUALIFICATIONS

- County Attorney shall be an attorney in good standing and licensed to practice law in the State of South Carolina and remain so through the contract period. County Attorney shall comply with all court rules, including, but not limited to, Rule 407 of the South Carolina Rules of Professional Conduct, South Carolina Appellate Court Rules (SCACR). The County Attorney shall notify the SCVAGAL Program Director or Chief Counsel of any disciplinary actions, including, but not limited to reprimands, suspensions, or disbarment, before executing this contract, and shall also notify the SCVAGAL Program Director or Chief Counsel immediately should any disciplinary actions be taken against the County Attorney during the contract period. County Attorney shall notify the SCVAGAL Program Director of any change of address, telephone numbers, e-mail address, etc.

ARTICLE II: DUTIES OF COUNTY ATTORNEY

- County Attorney represents all SC Vulnerable Adult Guardian ad Litem Program VAGALs and volunteers in the above-named county(ies). County Attorney shall coordinate and communicate with SCVAGAL Program staff as part of representing the VAGALs.
- County Attorney shall appear at all court proceedings related to cases on which a VAGAL is appointed to serve in the above-named county. County Attorney shall be responsible for securing another attorney if unable to attend for any reason, including, but not limited to, illness, conflicting court schedule, or travel. The SCVAGAL Program shall not be responsible for payment of any fee charged by the substitute attorney; rather, the County Attorney is responsible for compensating the substitute attorney. See also Article II (K) regarding minimizing delays in court proceedings, and Article III (B) regarding conflicts of interest.
- County Attorney shall advise and counsel SCVAGAL Program staff and VAGALS in the above-named county on all case-related matters, including, but

not limited to, preparation of court reports; case documentation; admissibility of evidence; and VAGAL in-court testimony.

- County Attorney is responsible for all hearing and trial related matters, including but not limited to filing any necessary and appropriate pre-trial motions; issuing subpoenas for witnesses and documents; witness preparation; writing legal briefs; presenting legal arguments in court; examining and cross-examining witnesses; introducing evidence; reviewing and drafting final court orders; and filing any necessary and appropriate post-trial motions or notices.
- Upon request, County Attorney shall be available to discuss case matters with GAL or SCVAGAL Program staff.
- Legal representation shall be provided in the following areas:
Vulnerable adult abuse, neglect, and exploitation proceedings pursuant to Title 43, Chapter 7 of the South Carolina Code, including, but not limited to:
 - Merits Hearings;
 - Contested Hearings;
 - Judicial Reviews;
 - Motion hearings; and
 - Appeals of final orders from any proceeding to the appropriate appellate tribunal.
- Legal services in carrying out the above-referenced duties include, but are not limited to, making all necessary court appearances; preparation of legal documents and correspondence; researching relevant issues; serving and responding to discovery; providing advice concerning interpretation of statutes and regulations; meeting with staff and volunteers prior to hearings and otherwise as needed; and undertaking any and all work required to properly represent the VAGAL's interest in the types of cases set out above and matters ancillary to those types of cases.
- County Attorney shall copy the SCVAGAL Program on all correspondence and provide copies to SCVAGAL Program of all legal documents, including but not limited to, pleadings, motions, orders, subpoenas, discovery, and notices.
- County Attorney shall make reasonable efforts to have the VAGAL present for all conferences with the judge or other attorneys at the request of the SCVAGAL Program or the VAGAL.
- County Attorney shall not enter into consent agreements without first obtaining the SCVAGAL's approval.
- In the event of a scheduling conflict, County Attorney shall make every effort to avoid a continuance of the case. These efforts may include seeking the assistance of other SCVAGAL County attorneys to represent the VAGAL, or, if another SCVAGAL

County Attorney is unable to assist, seeking the assistance of a non-VAGAL attorney. For purposes of the latter, please provide the name and contact information of your primary substitute attorney on the Addendum to this contract.

- County Attorney shall notify the SCVAGAL Program in writing as soon as practicable as to any substitution of counsel, and provide the name and contact information of the attorney who substitutes for the County Attorney.
- The SCVAGAL Program shall NOT be responsible for payment of any fee charged by the substitute attorney; rather, the County Attorney is responsible for compensating the substitute attorney for any negotiated fee.
- See also Article II (F) above regarding requirement of County Attorney to attend all vulnerable adult abuse, neglect, and exploitation proceedings and Article III (B) below regarding conflicts of interest.

ARTICLE III: DUTIES, COVENANTS, AND OBLIGATIONS

- County Attorney understands and agrees that (s)he represents the best interests of the adult through the VAGAL. County Attorney understands and agrees further that the VAGAL, not the SCVAGAL Program itself, is the "client" as contemplated by the Rules of Professional Conduct found in Rule 407, SCACR.
- If, at the time of appointment as legal counsel for the VAGAL, or during the course of representing a VAGAL, the County Attorney becomes aware of a conflict of interest as set forth in the Rules of Professional Conduct, SCACR County Attorney shall take the steps necessary to ensure compliance with the Rules, including but not limited, to Rule 1.7. County Attorney shall immediately notify the SCVAGAL Program in such instances. County Attorney shall, with the assistance and knowledge of the SCVAGAL Program Director, take steps to find a substitute attorney to provide the VAGAL representation for the particular case. The SCVAGAL Program shall not be responsible for payment of any fee charged by the substitute attorney; rather, the County Attorney is responsible for compensating the substitute attorney for any negotiated fee.
- County Attorney understands and agrees that compensation received from the SCVAGAL Program must not interfere with the lawyer's independence of professional judgment or with the client-lawyer relationship. See Rule 1.8(f)(2).
- County Attorney shall keep all records in order to preserve a complete history of the matters covered under this contract. These records will be maintained in the County Attorney's office and shall be at all times subject to inspection by the SCVAGAL Program.

ARTICLE IV: SUPPORT FROM THE GAL PROGRAM STATE OFFICE

The SCVAGAL Director or Assistant Director of the VAGAL Program will provide to the County Attorney the following support:

- **Sample pleadings, motions, orders, and other legal documents. Sample documents are for guidance only. County Attorney must prepare the court documentation as appropriate to the particular case. Language and findings in pleadings and orders required by state or federal law cannot be changed or omitted;**
- **Case information and documentation;**
- **Reasonable access to the SCVAGAL Program's case records and staff;**
- **Assistance in preparing appellate briefs or other documentation required in appeals of family court decision.**

ARTICLE V. PAYMENT AND COSTS

- **The SCVAGAL Program will pay the County Attorney \$125 per hearing during the term of the contract. County Attorney shall be responsible for submitting a monthly invoice for payment of fees. Each month e-mail your invoice to Maria Patton and Brenda Stalzer at VAGALBilling@aging.sc.gov.**
- **With the exception of hours worked as determined by the above-named county Family Court schedules and the provisions in Article II. E herein, the schedules of hours worked are left to the discretion of the County Attorney, the SCVAGAL Program, and the GAL.**
- **As an independent contractor, the County Attorney is responsible for all tax withholdings, worker's compensation, state and federal, Social Security contributions, as well as any and all other duties and responsibilities that are or may become applicable to independent contractors.**
- **The SCVAGAL Program will either pay or directly reimburse County Attorney for the following costs associated with representation of VAGAL's pursuant to this contract, provided that the County Attorney received prior approval of the request by the VAGAL Program:**
 - **Service of process in the event service cannot be achieved by use of the local sheriff's office;**
 - **Service by publication;**
 - **Subpoenas;**
 - **Witness fees;**
 - **Travel for witnesses;**
 - **Depositions; and**
 - **Transcripts (as long as these costs are directly related to an abuse, neglect, or exploitation case in which a SCVAGAL is assigned and are necessary for**

competent representation).

- All costs and expenses other than those set forth in this article that are incurred as a result of legal representation pursuant to this contract shall be the County Attorney's responsibility.

ARTICLE VI: TERMINATION

- The parties covenant and agree that their liabilities and responsibilities, one to the other, shall be contingent upon the availability of federal, state, and local funds, and that this contract shall be reduced, adjusted, renegotiated, or terminated if such funding ceases to be available. Termination for lack of funding or decrease in funding shall be effective upon receipt of written notice of termination. The SCVAGAL Program shall be the sole authority for determining availability of funding.
- Either party may terminate this contract upon breach by the other, with notice as provided for in (D) below.
- Either party may terminate this contract for any reason or no reason with notice as provided for in (D) below.
- In the event of termination of the contract pursuant to (B) or (C) above, the party terminating the contract shall give written notice of such termination to the other party. Notice of County Attorney's termination of the contract shall be sent to the SCVAGAL Program Director by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of receipt. Notice of the SCVAGAL Program's termination of the contract shall be sent to the County Attorney by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of receipt. Notice of SCVAGAL Program's termination of the contract pursuant to (A) above shall be effective upon County Attorney's receipt of such notice.
- **NON-APPROPRIATION CLAUSE:** Notwithstanding any other provision of the Agreement, the parties agree that attorney compensation, fees, and costs, are payable by the SCVAGAL Program from appropriations, grants, and monies from the State legislature and other government entities. In the event sufficient appropriations, grants, and monies are not made available to SCVAGAL Program to pay attorney compensation, grants, and monies, this Agreement shall terminate without obligation of the SCVAGAL Program. In such event, the director of the SCVAGAL Program shall certify to County Attorney that sufficient funds have not been made available to SCVAGAL Program to meet the obligations of this Agreement; and such certification shall be conclusive upon the parties.
- All legal files and documents compiled by County Attorney, related to representation of VAGALs, belong to the SCVAGAL Program. In the event this contract is terminated or not renewed for any reason, all original legal files and documents shall

be delivered by County Attorney to the SCVAGAL Program within three (3) days from the effective date of the termination or expiration of this contract.

- If this contract is terminated by either party, County Attorney is not entitled to compensation beyond the date of termination except for services rendered and/or costs incurred prior to the effective date of termination. See Articles V (C) and V (D) herein, regarding reimbursement of costs and expenses.

ARTICLE VII: COVENANTS AND CONDITIONS

- This contract shall be construed to be the complete integration of all understanding between the SCVAGAL Program and County Attorney.
- The provisions of this contract and performances under it are subject to all applicable laws, regulations, ordinances, and codes of the federal, state, and local governments. All terms of this contract shall be construed in a manner consistent with these laws, regulations, ordinances, and codes. Should it appear that any of these terms are in conflict with any of these laws, regulations, ordinances, and codes, then to the extent of the conflict, this contract shall be deemed modified to conform to the law.
- The failure of the SCVAGAL Program at any time to require performance by County Attorney of any provision of this contract, or the continued payment of County Attorney by the SCVAGAL Program, shall in no way affect the right of the SCVAGAL Program to enforce any provision. The waiver by the SCVAGAL Program of any provision shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- Under no circumstances shall the SCVAGAL Program become obligated to pay County Attorney's fee or costs associated with a case, except as provided in this contract. This covenant and condition shall apply to any and all suits, legal actions, and judicial appeals of whatever kind or nature and to which County Attorney is a party, except as provided in S.C. Code Ann. § 15-77-300 et seq.
- Any and all suits or actions for enforcement of the obligations of this contract, or for any and every breach of this contract, shall be instituted and maintained in any court of competent jurisdiction in Richland County in South Carolina.
- None of the funds, materials, property, or services provided directly or indirectly under this contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or for any purpose which may be construed as a violation of the provisions of the "Hatch Act."
- County Attorney is an independent contractor. Nothing in this contract or in this contractual arrangement shall be construed to imply County Attorney is an employee of the SCVAGAL Program or to entitle County Attorney to coverage under any state insurance or benefit program.

The signatures affixed to this contract on behalf of County Attorney and the SCVAGAL Program represent that the person signing this contract has the legal authority to commit the respective parties to the terms and conditions of this contract. Each of the parties promises to the other that the services and compensation set forth and the execution of this contract are in compliance with all applicable federal, state, and local laws and regulations, and that each party has the capacity, legal and otherwise, to comply with the terms and conditions of this contract.

IN WITNESS WHEREOF, the parties have affixed their hands and seals as of the last date signed below: Witnesses: SC Vulnerable Adult Guardian ad Litem Program

State of South
Carolina

[Handwritten signature]

[Handwritten signature]

~~Mark Plowden~~, Chief of Staff, *Danny Varat*

2-1-17

Date:

County Attorney

[Handwritten signature]

Date:

1/25/17

ADDENDUM
Vendor Agreement with County Attorney Providing Legal Service
to Guardians ad Litem in the
SC Vulnerable Adult Guardian ad Litem Program

Contact information for Counsel who will primarily appear for you, the GAL Contract Attorney, in the event a Substitution of Attorney is necessary:

County of *Newberry*

Name: _____ Address:

**James N Parr, Jr.
1303 Main Street, Suite 311
Newberry, S.C. 29108**

Telephone Number(s): *803 276-2727*

E-Mail: _____ FAX: *803 276-3351*

↳ *jamesnparr@bellsouth.net*

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