

RESOLUTION NO.: R-2006-050

Authorizing Mayor to execute a Retainer Agreement

BE IT RESOLVED that the Mayor is authorized to execute the attached Retainer Agreement between the City of Columbia and James S. Meggs.

Approved this 13th day of December, 2006.

Requested by:



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/13/2006

Final Reading: 12/13/2006

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shall be responsible for all federal and state taxes, Social Security taxes and any other applicable taxes and assessments. Attorney shall be considered an independent contractor and shall not receive benefits as a regular City employee. Attorney may maintain offices at such place or places as he deems appropriate, provided at least one such office is located within the City limits of Columbia.

D. Duties as Corporation Counsel

Attorney shall be available to the Mayor, City Council, City management and the Office of the City Attorney at all reasonable times for consultation and assistance with the legal affairs of the City, but not in excess of sixty-five (65) hours per month, non-accumulating. In the event additional time is requested by City Council, this may be purchased at an hourly rate of One Hundred Fifteen Dollars (\$115.00) per hour; provided that the parties agree to negotiate regarding an appropriate rate for additional legal work beyond sixty-five (65) per month that involves complex in-court trial work or preparation for such complex in-court trial work.

Attorney's duties as Corporation Counsel shall include regularly attending meetings of the City Board of Zoning Appeals, Design/Development Review Commission and Planning Commission, as needed, and Corporation Counsel shall defend the Board of Zoning Appeals in any appeals taken from the Board to Circuit Court.

E. Termination for Cause

During the term of this Agreement, Corporation Counsel may be terminated only for "cause." For purposes of this Agreement, "cause" shall be defined as total disability, disbarment, death, dishonesty, violation of a crime of moral turpitude, professional misconduct, and/or failure to perform assigned duties.

F. Injury or Sickness Recovery

In the event of injury or sickness of Attorney subsequent to July 20, 2007, a period of sixty (60) days shall be afforded as a recovery period and compensation shall continue to be paid during such recovery period at the rate specified in Paragraph "C." Should Attorney not be able to return to work after the expiration of this recovery period, he shall be deemed to be disabled and this Agreement shall thereupon be terminated.

G. Renewal

This Agreement shall be subject to renewal upon the approval of City Council. Attorney shall submit any request for renewal in writing not later than sixty (60) days prior to June 30, 2010. Such request shall be addressed to Mayor and City Council, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

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H. Entire Agreement

This Agreement shall contain the entire agreement between the City and Attorney. In order to be binding, any modification thereof shall be in writing and signed by the City and Attorney.

December 15 2006
Date

12-15-06
Date

James S. Meggs
James S. Meggs

[Signature]
For: City of Columbia

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