

RESOLUTION NO.: R-2012-086

Authorizing the City Manager to execute a Retainer Agreement with W. Ronald Bonds, Esquire to represent the City of Columbia in a class action lawsuit to recover unpaid tourism development fees from online travel companies

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 4th day of September, 2012, that the City Manager is authorized to execute the attached Retainer Agreement with W. Ronald Bonds, Esquire to represent the City of Columbia in a class action lawsuit seeking recovery of unpaid tourism development fees from online travel companies.

Requested by:

City Attorney

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

City Attorney

City Clerk

Introduced: 9/4/2012

Final Reading: 9/4/2012

8. If the City elects at any time to abandon this litigation or discharge Special Counsel without cause, then in either event, the City agrees to pay Special Counsel at that time a reasonable fee for the services performed by the attorneys and Costs incurred prior to the date of discharge.

9. Special Counsel may divide the attorneys' fees received for the legal services provided under this Agreement with other attorneys or law firms retained as associate counsel and approved by the City Attorney or as ordered by the court. The terms of the division, if any, will be disclosed to the City.

10. It is fully understood and agreed that the City reserves the unconditional right to discontinue and/or settle any claim for tourism development fees owed on any terms deemed appropriate. The City will not object to the payment to Special Counsel of any attorneys' fees paid by any defendant or all defendants in the litigation. The City will receive a credit toward any fees due from the City to Special Counsel for any attorneys' fees paid by any defendant.

11. The City is retaining Special Counsel for the purpose of obtaining legal advice. Special Counsel's services will be undertaken in anticipation of litigation, and, to the extent allowed by law, will be confidential and subject to the protection of the attorney client privilege and the work product doctrine. The City and Special Counsel further anticipate that they will disclose certain confidential and proprietary information to each other in the course of this engagement. To the extent allowed by law, the parties mutually agree not to disclose such information to anyone other than the persons working on this specific matter.

12. This agreement does not cover any form of appeal. A new agreement will be needed for appeal, including an appeal from a Summary Judgment Order.

13. Special Counsel will report on a regular basis to the City Attorney regarding the status of the litigation.

14. This document contains the entire agreement between the parties hereto. This agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the dates shown below.

City of Columbia, South Carolina

By: [Signature]
Steven A. Gantt
City Manager
Date: 9.12.12

Witnesses:

[Signature]
Date: 9.12.12

[Signature]
Date: 12 September 2012

Special Counsel

By: _____
W. Ronald Bonds, Esq.

Date: _____

Date: _____

Date: _____