

# COUNTY COUNCIL OF BEAUFORT COUNTY

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COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
DEPUTY COUNTY ADMINISTRATOR  
SPECIAL COUNSEL

SUZANNE M. RAINEY  
CLERK TO COUNCIL

## AGENDA GOVERNMENTAL COMMITTEE (Includes Public Safety Division)

Monday, December 1, 2014

4:30 p.m.

Executive Conference Room, Administration Building  
100 Ribaut Road, Beaufort

### Governmental Committee Members:

Jerry Stewart, Chairman  
Laura Von Harten, Vice Chairman  
Cynthia Bensch  
Rick Caporale  
Gerald Dawson  
Brian Flewelling  
Tabor Vaux

### Staff Liaison:

Phil Foot, Division Director

1. CALL TO ORDER – 4:30 P.M
2. LEGISLATIVE UPDATE
3. DISCUSSION / 2015 LEGISLATIVE WORK PROPOSAL ([backup](#))  
Ms. Lynn Stokes-Murray, McNair Law Firm
4. CONTINUED DISCUSSION / ECONOMIC DEVELOPMENT  
Mr. Danny Black, President and CEO, SouthernCarolina Alliance
5. ADJOURNMENT

### 2014 Strategic Plan: Committee Assignments

Business License Fee: Direction (*Goal Accomplished, August 2014*)  
Business Retention and Growth Program: Development and Funding  
Economic Development Sites Report (Lowcountry Alliance)  
Designated Funding Mechanism for Economic Development: Direction  
Lowcountry Economic Alliance: Performance/Activity Report and Funding  
Referendum(s) 2014 (Capital, LOST, and Rural and Critical Lands): Direction (*Goal Accomplished, August 2014*)



DRAFT

Via Electronic Mail

Lynn Stokes Murray

November 12, 2014

lstokes-murray@mcnair.net

T (803) 799-9800  
F (803) 933-1538

Gary T. Kubic  
Administrator  
Beaufort County  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

Dear Gary:

On behalf of the McNair Law Firm, P.A. ("McNair") and its Government Affairs Team, we are pleased to submit this proposal to Beaufort County ("County"). Our proposal provides for governmental relations representation and consultation before the 2015 General Assembly and the executive branch of the South Carolina government.

It has been our pleasure to represent the County these past few years in our efforts to secure funding for USC Beaufort and for the Beaufort County K-12 schools. As you know, we, working with Senator Tom Davis, made great progress in eliminating the disparity of the EFA formula and how it impacts your school district. In addition to the School District funding effort, the County or School Board may have other legislative matters that arise during the legislative session. Upon Council or the Board's request, these matters can be considered under the purview of this contract.

For the year 2015, we offer for your consideration what is essentially the same engagement terms and conditions from the 2014 Legislative Session. We recommend the County and the School Board to retain our services, as outlined. The County would contract with us for \$37,500 contingent upon the School Board additionally contracting with us for \$37,500. We would also perform work for USC Beaufort for \$25,000. In addition to these retainers, we offer to assist on up to two additional legislative matters of your choosing for \$12,500. The engagement will be for the period beginning January 1, 2015 through December 31, 2015.

In addition to the fixed fee, the County, School Board, and USC Beaufort will each be responsible for any out-of-pocket costs and disbursements that may incur in connection with this representation, such as photocopying, courier and hand delivery charges, long distance telephone, filing fees, travel charges, etc. Any large out of pocket expense would be pre-approved by the County. Statements for all costs incurred will be mailed monthly to you at the address stated above. Balances due our firm, as shown on those statements, are payable upon receipt, and the County and Board agree to pay those balances timely. Our Federal Tax I.D. Number, 57-0703244, will appear on our statements.

McNair Law Firm, P. A.  
Main and Gervais Building  
1221 Main Street  
18th Floor  
Columbia, SC 29201

Mailing Address  
Post Office Box 11390  
Columbia, SC 29211

mcnair.net

At the appropriate time, Shannon Bruning and I will register as lobbyists. As we move forward into the 2015 Legislative Session, it may become necessary for others in our Governmental Affairs Section to be registered as lobbyists for this matter. Because our representation is defined as "lobbying" under the "Ethics, Government Accountability and Campaign Reform Act of 1991," we are required to register with the State Ethics Commission as "lobbyists". The County will be required to register as a "lobbyist's principal". There is a \$104 filing fee required for the lobbyist's principal and for each lobbyist. Our firm will advance the registration fees for the State Ethics Commission and will bill you on your statement.

You will have the right to terminate our representation at any time upon written notice to my attention, although you may also be required by others outside McNair to confirm that termination. McNair shall have at all times the right to terminate this representation by written notice to that effect if Beaufort County fails to cooperate with any reasonable request from McNair relating to this representation, or to make full and timely payment of our statements as submitted, or if we determine in our reasonable discretion that the continuation of the representation would be unethical or impractical. If the circumstances permit, we will provide thirty (30) days written notice of termination. In the event of termination, we will bill you, and you agree to pay, for time worked to the point of termination.

Unless otherwise stated in this letter, the McNair Government Affairs Division has not been retained to represent the County generally or in connection with any other matter, only governmental relations representation and consultation. If the County wishes to engage McNair in connection with any additional matters, McNair will conduct a conflict of interest inquiry with respect to the parties involved and other investigations. If McNair determines that such future engagement would be ethical and appropriate, future engagements may be evidenced by additional engagement letters.

During the course of this engagement a lawyer or other McNair employee may express an opinion or give advice, or deliver a memorandum of law, concerning the engagement, courses of action, or possible results. Any such statement is intended to express only that individual's expectation or judgment, based on information known to that person at that time, and is not a guarantee or promise. Further, no such statement should be considered a legal opinion unless the same is delivered as a formal written legal opinion of McNair.

Clients that McNair represents and the nature of the matters McNair becomes involved in may raise questions under the professional conduct rules that apply to lawyers. If such issues arise, McNair may seek the advice of McNair's counsel. McNair considers such consultations to be confidential conversations between McNair personnel and McNair's legal counsel that are protected from disclosure by the attorney-client privilege and/or the attorney work product doctrine. In recent years, judicial decisions in some other states have indicated that in some circumstances such conversations may involve a conflict of interest between the client and a law firm, and that the law firm's consultation with its own counsel might not be confidential unless the law firm either withdraws from the representation of the client or obtains the client's consent to consult with the law firm's counsel. We believe that it is in our clients' interest, as well as McNair's interest, that, if legal ethics or related issues arise during a representation, McNair receive expert analysis. Accordingly, if McNair determines in McNair's discretion to consult with McNair's own counsel (whether McNair's internal counsel or outside counsel), McNair has the County's consent to do so at

McNair's expense, and McNair's representation of the County shall not waive any privilege or other right that McNair may have to protect the confidentiality of such communications.

Some of McNair's clients compete with one another or do business with one another. [McNair may be asked to represent certain clients, such in matters that, in the future, may be adverse to the County.] McNair is precluded by the Rules of Professional Conduct from representing a client in a matter in which one client's interests are adverse to the interests of another client of McNair, without the written consent of both clients. In the future, McNair may be asked to represent another client in a matter that is or may be adverse to the County, where that matter is unrelated to McNair's representation of the County. McNair would consider accepting that other representation only if the specific McNair attorneys involved reasonably believe they will be able to represent diligently and competently both the County in this engagement and the other client in the other matter. McNair will at all times preserve all County confidences as required by the applicable Rules of Professional Conduct. The County's acceptance of this engagement letter confirms the County's advance waiver of any conflicts that such other representation would present.

The County may terminate this representation at any time upon written notice to my attention, although the County may also be required by others outside McNair to confirm that termination. McNair may terminate this representation by written notice to the County if the County fails to cooperate with any reasonable request from McNair relating to this representation, or to make full and timely payment of McNair's invoices, or if McNair determines that the continuation of this representation would be or may be unethical.

If McNair terminates this engagement, McNair will, at the County's request, attempt to suggest one or more possible successor counsel. If permission for withdrawal is required by any court or administrative agency, McNair will apply for such permission promptly and the County will engage successor counsel promptly. The County will pay all invoices on this matter unpaid as of the date of termination, as well as all other charges and costs incurred on this matter through the date of termination.

Unless previously terminated, McNair's representation of the County will terminate when McNair sends its final invoice for services rendered in this matter. Following termination, any then nonpublic information the County has supplied to McNair which McNair retains will be kept confidential in accordance with applicable Rules of Professional Conduct. At that time, the County should request in writing any papers and property that the County wishes to be returned. The County may be asked to address any outstanding fees and costs. McNair will retain its internal documents, and may retain copies of documents provided to the County. McNair internal documents include, for example, administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, memoranda, and legal and factual research, including investigative reports, prepared by or for the use of lawyers. The County will pay a reasonable charge for photocopies of file documents requested by the County. For various reasons including minimizing unnecessary storage expenses, McNair reserves the right to destroy or otherwise dispose of any such documents or other materials within a reasonable time after the termination of the engagement.

The County is engaging with McNair Government Affairs Division to provide governmental relations representation and consultation with specific matters. After completion of the matter and/or engagement, changes may occur in laws or regulations that could have an impact upon the County's future rights and liabilities. Unless the County engages us after completion of this engagement to provide additional advice on issues arising from the matter, McNair will have no continuing obligation to advise the County with respect to future legal developments.

If these arrangements meet with your approval, please sign, date, and return a copy of this letter to indicate Beaufort County Council's, Beaufort County Board of Education's and USC Beaufort's acceptance of the terms of this engagement.

If you would like for us to come and brief you, we would be pleased to do so. It has been our pleasure to work with you all over the past few years. We look forward to continuing our efforts on your children's behalf.

Very truly yours,

Lynn Stokes – Murray

LSM:mpk

CLIENT ACCEPTANCE:

I have read the above letter and hereby request McNair Law Firm, P.A., to represent the Beaufort County Council, Beaufort County Board of Education and USC Beaufort pursuant to such terms as are set forth herein.

By: \_\_\_\_\_  
Gary T. Kubic  
Administrator  
Beaufort County

Date: \_\_\_\_\_