COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

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GERALD W. STEWART
VICE CHAIRMAN

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ROBERTS "TABOR" VAUX

JOSHUA A. GRUBER
INTERIM COUNTY ADMINISTRATOR

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

AGENDA
GOVERNMENTAL COMMITTEE
(Includes Public Safety Division)
Monday, December 4, 2017
2:00 p.m.
Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Governmental Committee Members:
Gerald Dawson, Chairman
Steve Fobes, Vice Chairman
Mike Covert
Brian Flewelling
York Glover
Jerry Stewart
Roberts "Tabor" Vaux

Staff Support:
Phil Foot, Assistant County Administrator
Public Safety

1. CALL TO ORDER – 2:00 P.M.
2. INFORMATION / PRELIMINARY FLOOD MAPS FOR BEAUFORT COUNTY / BUILDING CODES DEPARTMENT (backup)
3. MCNAIR LAW FIRM CONTRACT EXTENSION / LOBBYING EFFORTS (backup)
4. ADJOURNMENT

2017 Strategic Plan Committee Assignments
County Economic Development Policy Framework (Economic Development Corporation)
Heritage/Historic Tourism Plan
U.S. Highway 278 Expansion/Improvements (SCDOT): Advocacy
U.S. Highway 278 Corridor (Gateway) Environmental Assessment

The County Channel

FEMA FLOOD INSURANCE RATE MAP UPDATE

TIMELINE:

- PRELIMINARY MAPS RECEIVED BY COUNTY IN SEPTEMBER 2017
- MAPS MADE AVAILABLE FOR REVIEW ON FEMA.GOV IN OCTOBER 2017
- FEMA SPONSORED INFORMATIONAL MEETINGS HELD AT THREE LOCATIONS NOVEMBER 28TH (HH), 29TH (BLUFFTON), 30TH (ST. HELENA)
- ADDITIONAL COUNTY SPONSORED MEETINGS WILL BE SCHEDULE FOR SPRING 2018, FALL 2018, SPRING 2019.
- STATE ADOPTION AND LOCAL IMPLEMENTATION OF MAPS ANTICIPATED MID-2019

FEMA FLOOD INSURANCE RATE MAP UPDATE

GENERAL MAP CHANGES:

- **MINOR CHANGES TO ZONE TERMINOLOGY**
  "A1-A30" ZONES (1% AREAS WITH HAZARD FACTORS AND ESTABLISHED BFE'S) ARE NOW "AE" ZONES (1% AREAS WITH ESTABLISHED BFE'S)

  "V1-V30" ZONES (COASTAL FLOOD ZONE WITH VELOCITY AND WAVE ACTION; HAZARD FACTORS AND BFE'S DETERMINED) ARE NOW "VE" ZONES (COASTAL FLOOD ZONE WITH VELOCITY AND WAVE ACTION; BFE'S DETERMINED)

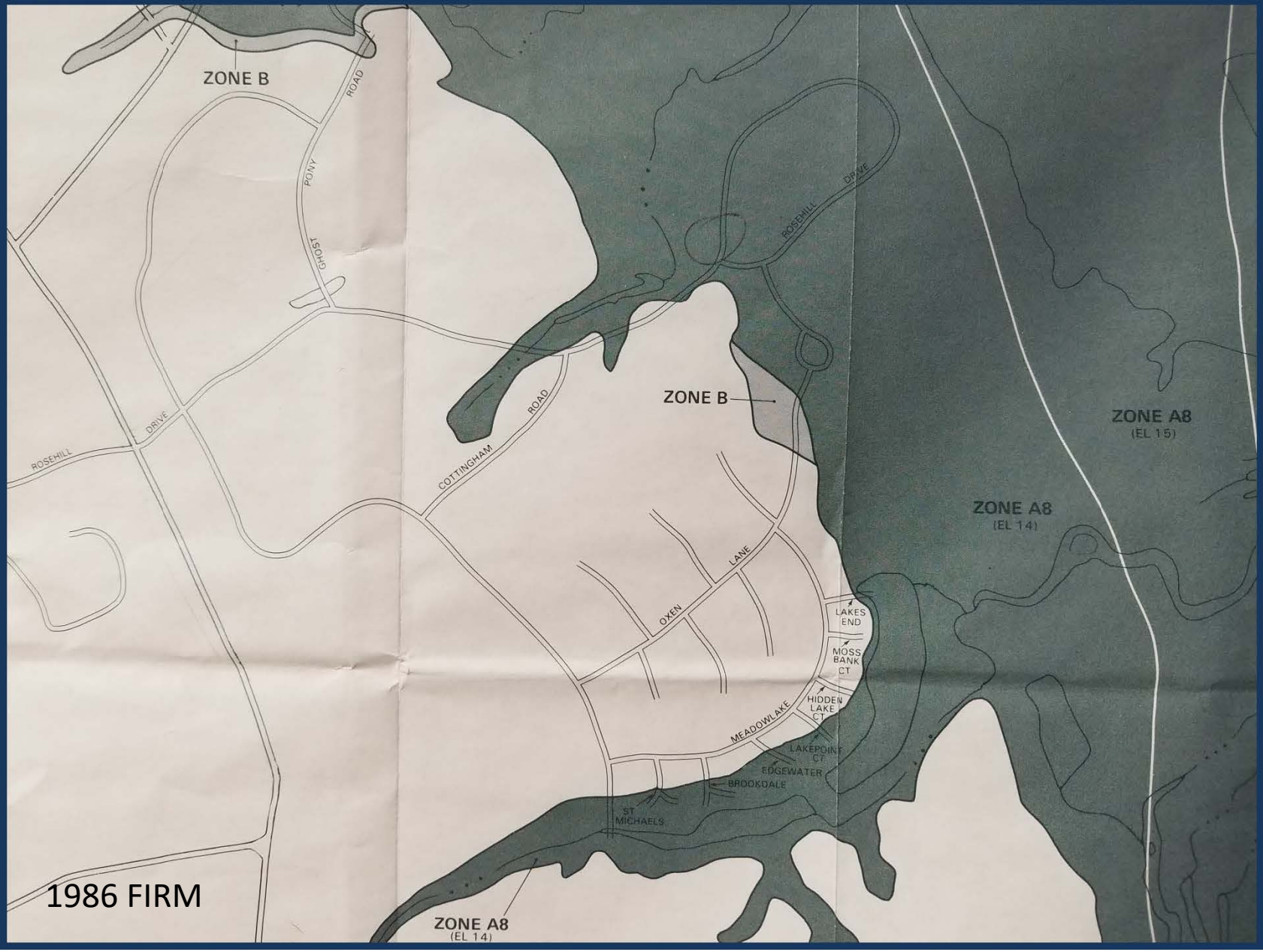
  "C" AND "B" ZONES ARE NOW ZONE "X" (SHADED +1% AND UNSHADED +0.2%)

- **MAP ACCURACY AND DETAIL HAS BEEN DRAMATICALLY INCREASED**

- **1% SFHA BFE'S HAVE BEEN GENERALLY REDUCED**
  LESS RESTRICIVE CONSTRUCTION ELEVATION REQUIREMENTS

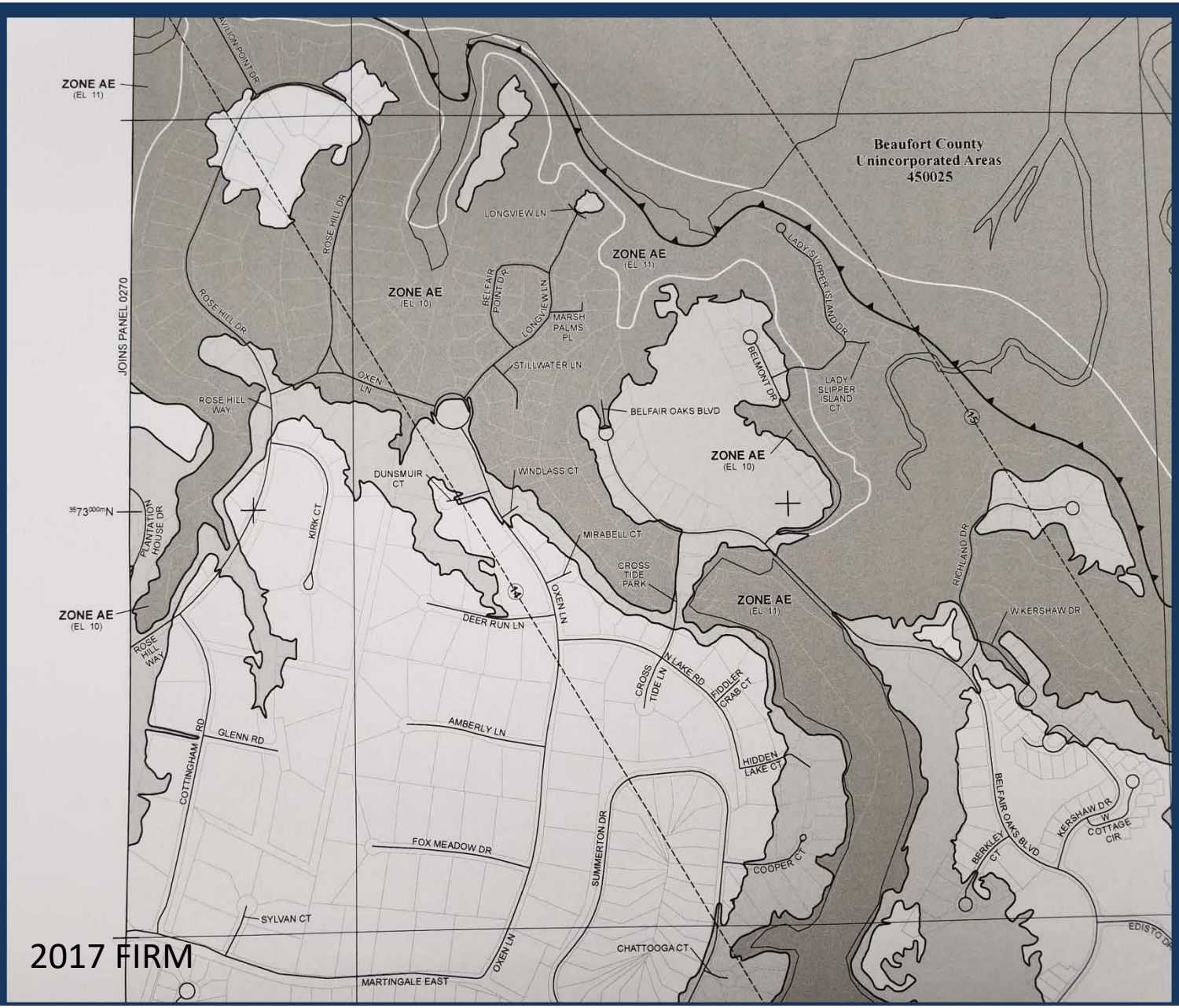
  BENEFITS PRE-1986 STRUCTURES THAT ARE CURRENTY "EXISTING NON-CONFORMING" AND SUBJECT TO FEMA'S 50% SUBSTANTIAL IMPROVEMENT RULE

FEMA FLOOD INSURANCE RATE MAP UPDATE



1986 FIRM

FEMA FLOOD INSURANCE RATE MAP UPDATE



2017 FIRM

FEMA FLOOD INSURANCE RATE MAP UPDATE

QUESTIONS?

MCNAIR
ATTORNEYS

Via Electronic Mail

Lynn Stokes Murray

lstokes-murray@mcnair.net
T (803) 799-9800
F (803) 933-1538

November 13, 2017

Josh Gruber
Beaufort County Council
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

Dear Josh:

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 2018 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, Technical College of the Lowcountry, 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 2018, we offer for your consideration what is essentially the same engagement terms and conditions from the 2017 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. In addition to these retainers, we offer to assist on up to two additional legislative matters of your choosing for $12,500. Additionally, we will invoice the County $2,500 for assistance to the Technical College of the Lowcounty as it relates to State appropriations matters. The total retainer for Beaufort County will be $52,500. The engagement will be for the period beginning January 1, 2018 through December 31, 2018.

In addition to the fixed fee, the County and School Board 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 2018 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.

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, 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 will only accept the other representation if the conflict is waived by the County Administrator or Deputy County Administrator.

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.

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

MCNAIR
ATTORNEYS

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 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.

Very truly yours,

Lynn Stokes – Murray

LSM:jem

CLIENT ACCEPTANCE:

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

By:_____
Josh Gruber
Beaufort County

Date:_____