

**MEMORANDUM OF AGREEMENT
BETWEEN THE SOUTH CAROLINA LAW ENFORCEMENT DIVISION, THE
OFFICE OF THE GOVERNOR, AND THE STATE ETHICS COMMISSION**

Reimbursement Policy for the Governor's Security Detail

I. Parties

This Memorandum of Agreement (hereinafter, "MOA") is made and entered into by and between the South Carolina Law Enforcement Division (hereinafter, "SLED"), the Office of the Governor (hereinafter, "Governor's Office"), and the South Carolina State Ethics Commission (hereinafter, "State Ethics Commission"), collectively referred to as the "Parties".

II. Statement of Purpose

Whereas, since 2008, state law has required "the South Carolina Law Enforcement Division, Department of Public Safety, and Department of Natural Resources to provide a security detail to the Governor" (Proviso 117.76 of 2013-14 Appropriations Act), and prior to 2008, SLED took responsibility for providing security detail to governors as a matter of policy and tradition; and

Whereas, in accordance with state law and security protocols, the security detail provides continuous protection to the governor at all times and in all places without regard to the nature of travel as official, personal, political or campaign-related; and

Whereas, the State Ethics Act prohibits the use of public resources, personnel and time in furtherance of an election campaign or to influence the outcome of an election (Sections 8-13-765 and 1346 of the South Carolina Code of Laws); and

Whereas, state law and SLED policies and protocols prohibit the security detail from providing any service unrelated to the assignment (Proviso 117.76) and, accordingly, the detail is prohibited from being used in furtherance of a campaign or to influence the outcome of an election; and

Whereas, as a matter of practice and tradition, governors have reimbursed security detail for some costs it incurs in connection with a governor's campaign travel without any clear legal guidance as to whether such reimbursement is required and, if required, what types of costs should be reimbursed; and

Whereas, clarity is needed for governors to (1) reconcile the requirement that a governor have a security detail at all times and in all places and the strict prohibition against using public resources, personnel and time in furtherance of a campaign or to influence the outcome of an election; (2) determine whether the security detail, when traveling with the governor to a campaign event, is used "in

an election campaign” or “to influence the outcome of an election” as provided in Sections 8-13-765 and 1346; and (3) determine, if reimbursement for travel costs to a campaign event is deemed necessary, then what types of costs are reimbursable considering government personnel and resources will be deployed even if a governor chose to drive in a personal vehicle; and

Whereas, until such time as legislation is enacted to provide clear legal guidance, the governor will continue the practice of previous governors but, for the first time, with clearly-established written procedures and reimbursement policies set forth in this MOA jointly developed and approved by SLED, the Office of the Governor, and the State Ethics Commission.

Now, therefore, the undersigned Parties do hereby enter into this MOA for the purpose of establishing a reimbursement policy for costs incurred by the Governor’s Executive Protection Security Detail (hereinafter, “Security Detail”) in connection with a governor’s campaign event. This MOA is an agreement among the Parties and sets out the terms, conditions, and procedures of such agreement.

III. Terms of Agreement

A. Policy and Procedures

1. Using the definitions provided in this MOA, the Governor’s Office in conjunction with a governor’s campaign staff shall determine whether an event is a campaign-related event [as defined in Subsection (B) herein] as events are scheduled and, on a quarterly basis, shall provide written notification to the Special Agent in Charge (“SAC”) of the Security Detail of those determinations during that quarter period.
2. Upon receiving the written notification, the SAC shall submit a cost accounting form for reimbursable expenses [as defined in Subsection (B) herein] for the Security Detail to the law enforcement agency (SLED, the Department of Public Safety, or the Department of Natural Resources) which employs the Security Detail agent. Upon receiving the cost accounting form, the law enforcement agency shall submit an invoice to the governor’s campaign for reimbursement.
3. Upon receiving the invoice from the law enforcement agency, the governor’s campaign shall submit reimbursement payments to the agency within thirty calendar days from receipt of the invoice.

B. Definitions

1. A **“campaign-related event”** is defined as any activity that is planned with the major purpose of furthering the governor’s campaign.

- a. Examples of “campaign-related events” include, but are not limited to, fundraisers hosted for the governor, campaign rallies planned by the governor’s campaign, and any other event paid for and planned by the governor’s campaign.
- b. The receipt of campaign contributions at an event or comments made by the governor in response to questions about a candidate’s campaign at an event are not instances that, in and of themselves, re-classify a non-campaign event as campaign-related. The Governor’s Office and the governor’s campaign shall seek advice from the State Ethics Commission as needed to determine the classification of scheduled activities.
- c. Campaign events hosted for other candidates running for office that are attended by the governor are deemed “campaign-related events” for which the candidate, the governor, other individual or entity, or a combination thereof are responsible for paying the reimbursable expenses of the Security Detail.

2. A **“reimbursable expense”** is defined as an additional cost to the State incurred by the Security Detail when traveling with the governor to a campaign-related event.

- a. Campaign-related event out-of-state: Costs incurred out-of-state for a campaign-related event are reimbursable. These costs typically may include commercial airfare (if not paid directly by the campaign), hotel and meal expenses.
- b. Campaign-related event in-state: Costs incurred in-state for a campaign-related event are reimbursable. These costs include mileage for the state vehicle transporting the governor calculated in a manner consistent with the Federal Travel Regulations and other travel costs incurred by the Security Detail who accompany the governor to a campaign-related event, such as meals and lodging.
- c. Advance work: Costs incurred during advance work for the governor’s campaign-related events are not reimbursable expenses because advance work is a protective service done as part of the normal duty of the Security Detail and the governor does not accompany the Security Detail during advance work.
- d. Wages and salaries: Wages and salaries are not reimbursable because they are not an additional cost to the State. However, work hours

placing the Security Detail into overtime status at the end of a pay period are reimbursable.

- e. Travel legs: If campaign-related events and non-campaign-related events are scheduled during the same period of travel, then the cost of mileage or other costs incurred by the Security Detail for each leg to and from the campaign-related events are reimbursable expenses. Except mileage for the returning leg to Columbia from a period of mixed travel is not a reimbursable expense because Columbia is the location of residence and the headquarters.
- f. SLED, the Governor's Office and the governor's campaign shall seek advice from the State Ethics Commission as needed to determine reimbursable expenses.

IV. Modification and Termination of Agreement

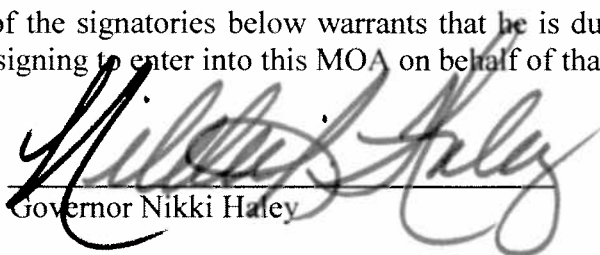
This MOA may be amended from time to time by mutual written agreement of the Parties. A Party may withdraw from this agreement at any time subject to notification of the other Parties. Provisions in this MOA become void when legislation is enacted superseding the terms of this agreement. Successor governors have discretion to renew, amend, or terminate this MOA.

V. Effective Date

This MOA is effective upon signature by all parties but can be retroactively applied to the earliest date of a Party's signature.

VI. Signatories

Each of the signatories below warrants that he is duly authorized by the entity for which he or she is signing to enter into this MOA on behalf of that entity.



Governor Nikki Haley

10-4-13
Date

Mark Keel
Chief, South Carolina Law Enforcement Division

Date

Herb Hayden
Executive Director, State Ethics Commission

Date

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