

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

I. PARTIES

This Memorandum of Agreement (hereinafter “MOA”) is made and entered into by and between the South Carolina Law Enforcement Division (hereinafter, “SLED”), Lieutenant Governor Kevin Bryant (hereinafter, “Lieutenant Governor”), and the South Carolina State Ethics Commission (hereinafter, “State Ethics Commission”), collectively referred to as the “Parties”.

II. STATEMENT OF PURPOSE

Whereas, SLED takes responsibility for providing a security detail to Lieutenant Governors as a matter of policy and tradition; and

Whereas, in accordance with the South Carolina Constitution and state law the Lieutenant Governor may be required to assume the duties of Governor under certain express circumstances; and

Whereas, in accordance with state law and security protocols, the security detail provides protection to the Lieutenant Governor at all times and in all places where he appears in his professional, public, and political capacity as the Lieutenant Governor, but not the times and places that he appears in his personal and private capacity as a private citizen; and

Whereas, the Lieutenant Governor has announced his candidacy for Governor in 2018, opened a gubernatorial campaign account, and has begun campaign activities in furtherance of his candidacy for Governor; 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 8-13-1346 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 and, accordingly, the detail is prohibited from being used in furtherance of a campaign or to influence the outcome of an election; and

Whereas, Lieutenant Governor desires clarity to (1) reconcile the requirement that a Lieutenant Governor have a security detail 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 Lieutenant 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 8-13-1346.

Whereas, until such time as legislation is enacted to provide clear legal guidance, the Lieutenant Governor will abide by the clearly-established written procedures and reimbursement policies set forth in this MOA, jointly developed and approved by SLED, the Office of the Lieutenant 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 Lieutenant Governor's Executive Protection Security Detail (hereinafter, "Security Detail") in connection with Governor's campaign events. This MOA is an agreement among the Parties and set 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 Lieutenant Governor's Office in conjunction with a Lieutenant 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 Lieutenant Governor's campaign for reimbursement.
3. Upon receiving the invoice from the law enforcement agency, the Lieutenant 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 2018 Governor's campaign.**
 - a. Examples of "campaign-related events" include, but are not limited to: fundraisers, campaign rallies, and any other event planned or coordinated by the Lieutenant Governor's campaign staff that is specifically in furtherance of the his campaign for Governor.
 - b. The receipt of campaign contributions at an event or comments made by the Lieutenant 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 Lieutenant Governor's Office and the Lieutenant 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 Lieutenant Governor are only deemed "campaign-related events" if there is a major nexus to the campaign for Governor. Simply attending another

candidate's campaign event, or wishing to communicate with potential donors at that event, does not without more make such event a "campaign-related event."

2. A "reimbursable expense" is defined as an additional cost to the State incurred by the Security Detail when traveling with the Lieutenant 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 cost typically may include airfare (if not paid directly by the campaign), hotel and meal expenses.
- b. CAMPAIGN-RELATED IN-STATE: costs incurred in-state for a campaign-related event are reimbursable. These costs include mileage for the state vehicle transporting the Lieutenant Governor calculated in a manner consistent with the federal Travel Regulations and other travel costs incurred by the Security Detail who accompany the Lieutenant Governor to a campaign-related event, such as meals and lodging.
- c. ADVANCE WORK: Costs incurred during advance work for the "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 Lieutenant Governor does not accompany the Security Detail during advance work.
- d. WAGES AND SALARIES: Wages and salaries are not reimbursable because they are not 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" are scheduled during the same period of travel as non-campaign events, 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. In the event the Lieutenant Governor is returning to Columbia from a period of mixed travel, exact mileage is not a reimbursable expense because Columbia is the location of headquarters.
- f. SLED, the Lieutenant Governor's Office and the Lieutenant Governor's campaign shall seek advice from the State Ethics Commission as needed to determine reimbursable expenses.

IV. MODIFICATION AND TERMINATION 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.

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.

Lieutenant Governor Kevin L. Bryant

Date

Mark Keel
Chief, South Carolina Law Enforcement Division

Date

Steven W. Hamm
Executive Director, State Ethics Commission

Date