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SC Court of Appeals

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Administrative Law Court

ROBERT L. REIBOLD,
Administrative Law Judge

Appellate Case No. 2024-001562

George Brisbon,

.....Appellant

v.

South Carolina Criminal Justice Academy,

.....Respondent

RECORD ON APPEAL
Volume 2

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1 they would give them the e-mail address or either
2 have them call me. And then I would then take their
3 information, find out what they wanted, tell them
4 what the pay was, and do all of that myself.

5 But if there was another -- you know, an
6 officer would call me and say, hey, man, I got
7 approached by, you know, Caroline Cleveland. She
8 wants a job. Here it is. And, you know -- and they
9 would do all that. And I would just leave it.

10 So I would have no reason to -- to really
11 investigate them for it until I found something that
12 wasn't right. As an example, one day, I'm walking
13 around in the lobby of the police department, and
14 one of the guys that owns a job is in the lobby
15 saying that he wants to -- wants to get some officer
16 or something, because he's paying cash, and he's
17 been paying -- paying cash.

18 Q He owns the job, meaning he's the citizen?

19 A He's -- he's a citizen that had the job
20 and needed something. He was paying cash. And I
21 just happened to be there. Well, then when I heard
22 it, then I found out, you're paying cash for this
23 job. How long have you been doing that?

24 Oh, about two years.

25 Oh, wait a minute. Now I'm going to do

1 the investigation part and find out that this is
2 what these officers are doing, knowing all this was
3 in place.

4 And, you know, when y'all -- when y'all
5 sent this to me, you read all of this knowing this,
6 but you're taking cash.

7 So that's how I would come to
8 investigation part. You know, things like that.

9 Q When you found problems, you would --

10 A When I found problems, I would -- yeah.

11 MS. CLEVELAND: That's all that I have.

12 MR. GIST: I have no further questions of
13 this witness.

14 HEARING OFFICER: Okay. Mr. Hawkins,
15 thank you for your time.

16 (Off-the-record discussion.)

17 Dustin Thompson, being first duly sworn,
18 testified as follows:

19 - - - - -

20 EXAMINATION

21 BY MS. CLEVELAND:

22 Q Deputy Chief Thompson, can you give us
23 your rank for the record?

24 A Deputy Chief, Charleston Police
25 Department.

1 Q All right. And before we adjourned
2 earlier, Captain Cretella talked a bit about an
3 investigation he was involved in regarding
4 Captain Brisbon's off-duty work and a report that he
5 submitted up his chain at the end. And, I believe,
6 that he indicated that up is chain would be to you.
7 Is that correct?

8 A Yes. I received the case file
9 December of 2019 for review.

10 Q I'm going to ask you to look at what's
11 been marked as State's 14, and tell me if you
12 recognize that document?

13 A Yes. This would have been the -- the
14 write-up from the internal affairs office that they
15 included in the investigation.

16 Q And when you received that, what did you
17 do next?

18 A I took possession of the entire case file,
19 and -- and my role was to review the write-up by the
20 internal affairs office and any supporting
21 documentation, write up my review, and submit that
22 up my chain of command.

23 Q And to whom would you have submitted?

24 A The deputy chief at that time.

25 Q And would that have been (unintelligible)

1 at the time?

2 A It was first Deputy Chief Jerome Taylor.

3 Q Okay. And once this made it to the top,
4 shall we say, what determination was made with --
5 with regard to Corporal Johnson and Captain Brisbon?

6 A The final, at the end?

7 Q Yes.

8 A I believe there was a couple of charges
9 for each individual. One of the charges, I believe,
10 was integrity, was termination.

11 Q For both of them?

12 A Yes.

13 Q And do you know if Corporal Johnson
14 elected to resign rather than be terminated?

15 A I don't recall.

16 Q After this investigation was over, were
17 there any discussions about looking for broader
18 problems?

19 A Yes. After this case was resolved,
20 Chief Reynolds wanted an entire look at all off-duty
21 jobs. And, so, a second investigation was opened,
22 which I was assigned, along with the investigator,
23 Lee Mixon, into all off-duty managers for the
24 department.

25 Q Okay. And what was the scope -- what were

1 you looking for here?

2 A We were looking for any and all policy
3 violations, but specifically anyone charging
4 administration fees for off-duty jobs.

5 Q And how many officers did you investigate,
6 or how many subjects did you interview?

7 A So there was a total of -- in -- in the
8 second case, there was 37, plus another one that was
9 identified in -- within the investigation, so a
10 total of 38 in that investigation.

11 Q And that's all sworn officers?

12 A Yes, sworn officers that were in charge of
13 an off-duty job.

14 Q Like administering a job?

15 A Yes.

16 Q Okay. And what were the ranks, how long
17 and how high?

18 A Anywhere from private up to captain.

19 Q Okay. Did you, in fact, investigate or
20 interview Captain Cretella?

21 A So I sat in on anybody that was at the
22 rank of lieutenant or above.

23 Q Okay.

24 A Lee Mixon was the investigator. He did
25 most of the questioning. I just sat in the room

1 with anybody of lieutenant or above.

2 Q Did you sit in the room with any of the
3 lower ranking officers?

4 A No, I did not.

5 Q Did you review their interview?

6 A I reviewed them after I received the
7 write-up from Lee Mixon.

8 Q All right. And what were the findings of
9 this investigation?

10 A Within this investigation, we identified
11 three off-duty managers who were in violation of the
12 policy. Two were supervisors of jobs at Dillards,
13 and they were charging -- they were getting the
14 supervisor rate. They were the supervisor of the
15 jobs, however, within policy, they -- they were in
16 violation. They should have been -- when they were
17 working the job, they should have been paying --
18 getting paid the officer's regular salary.

19 Q When you're not actually supervising.

20 A When you're not actually supervising. A
21 third person was identified accepting cash on a job,
22 which was a violation.

23 Q Was he taking too much money, or was he
24 just taking it in the wrong form?

25 A He was just taking it in the wrong form.

1 There was a check being cut to the business, and he
2 was cashing that check and then paying officers in
3 that fashion, which we're not allowed to accept the
4 cash.

5 Q Did he offer any explanation for why he
6 did that?

7 A There was a lot of explanation back and
8 forth. The business was having problems with
9 management, checks were getting lost, and I'm
10 paraphrasing, but there was a lot of problems with
11 management. But he took it upon himself to just
12 agree to do that without consulting with anybody.

13 Q And at the end of this investigation,
14 what -- what was the outcome?

15 A I'd have to look exactly at the
16 dispositions, the corrective actions. But I believe
17 that -- I know that all three received 90 days of no
18 off-duty. And I'd have to look at -- I know we have
19 the write-ups here, but it was corrective action in
20 those three cases. I don't want to speculate
21 whether it was a reprimand or a day off.

22 Q Okay. So everyone got some sort of
23 discipline for the infraction.

24 A Yes.

25 Q And -- and how did you decide how much

1 discipline for which infraction?

2 A We go off a matrix at the police
3 department. So we went off the matrix for that.
4 And everyone received the same corrective action.

5 Q All right. Did you find anyone else in
6 the entire investigation that was charging a fee to
7 administer a job?

8 A No, we did not.

9 Q No one else.

10 A No one else.

11 Q And you were, from the prior
12 investigation, aware of the allegations against
13 Corporal Johnson and Captain Brisbon?

14 A Yes, that's correct.

15 Q And you did not find anyone else in the
16 department doing those things.

17 A No one else was charging administration
18 fees.

19 Q And after you concluded that
20 investigation, were there -- were there any others?

21 A In February of 2020, about a month later,
22 there was another investigation. A tip came into
23 the off-duty -- the special events off-duty office,
24 that another off-duty manager that had not been
25 identified was accepting cash for a job. That was a

1 second investigation.

2 Q And did you follow up -- and tell me what
3 happened in that investigation.

4 A We did. We identified two off-duty
5 managers in that case, which would have been the
6 third investigation. And both of those received the
7 same corrective action as we did in the second
8 investigation.

9 Q This was accepting cash again?

10 A Accepting cash.

11 Q Again, was there any indication at all
12 that they were accepting more cash than the policy
13 permitted?

14 A No. They were just accepting cash for --
15 for the job.

16 Q Rather than a check.

17 A Rather than a check.

18 MS. CLEVELAND: I think that's all that I
19 have.

20 HEARING OFFICER: Okay. Thank you.

21 MR. GIST: Okay. Follow-ups.

22 - - - - -

23 EXAMINATION

24 BY MR. GIST:

25 Q What was your name again, sir?

1 A Dustin Thompson.

2 Q Thompson. T-H-O-M-P-S-O-N?

3 A Yes, sir.

4 Q Okay. Deputy Chief Thompson, does the
5 Charleston Police Department Order Number -- General
6 Order Number 50 about off-duty employment, does it
7 allow officers to accept cash?

8 A No. We do not allow cash to be accepted
9 for off-duty jobs.

10 Q Doesn't it specifically say, under no
11 circumstances is cash to be accepted as
12 compensation?

13 A Cash is not allowed. And are you looking
14 under the current policy, or which date are you
15 looking at, in case I need to look at it?

16 Q I'm going to show it to you. You've got
17 it right there in front of you.

18 A There's two of them sitting here, sir.

19 Q You're going to have one as Exhibit No. 1,
20 and you're going to have one as Exhibit No. 15.
21 They both say the same.

22 A Okay.

23 Q I'm asking you about both. On
24 Exhibit No. 1, it came into existence -- I'd like
25 for you to take a look at Exhibit No. 1. What was

1 the date that it -- what's the origination date on
2 that?

3 A February 8, 2008.

4 Q All right. And what was the date that it
5 was revised?

6 A June 1st of 2010.

7 Q Right. Now, let's look at Exhibit No. 15.
8 What date was -- was the effective date of
9 Exhibit No. 15? When did it come into reality?

10 A The effective date is
11 February 8th of 2008.

12 Q And what was the revised date?

13 A October 1, 2018.

14 Q All right. I want you to look down under
15 compensation.

16 A Yes, sir.

17 Q Look at 50.9 under compensation. On
18 either one of those documents, or you can look at
19 both of those documents, what does it say starting
20 with -- in the middle of the -- the last paragraph
21 on Exhibit No. 15, which is the most current one,
22 with respect to whether or not an officer can accept
23 cash for off-duty work?

24 A Are you asking me to read it?

25 Q Yes.

1 A You want me to read the whole
2 compensation?

3 Q I want you to read, under no conditions.

4 A Oh, okay. Got you.

5 Q Read that into the record.

6 A Under no conditions will an officer work
7 an off-duty job for cash.

8 Q Okay. And I want you to look at Exhibit
9 No. 1, under Section 50.9 and see if that's -- if
10 that's -- prohibition against accepting cash is
11 still -- is still there, or was it there originally,
12 that no officer is supposed to accept cash.

13 A Under no condition will an officer working
14 off-duty for cash.

15 Q Okay. Now, is it your testimony here
16 before Ms. Cleveland that you did an investigation
17 and you found instances, I think, more than two
18 instances of officers accepting cash for off-duty
19 work?

20 A I did.

21 Q Okay. And what was the discipline on
22 those officers?

23 A Do you want me to pull those from the
24 files?

25 MS. CLEVELAND: We have his files. I

1 don't have copies for --

2 BY MR. GIST:

3 Q Just your knowledge, what did they get?

4 A You're asking me to --

5 HEARING OFFICER: I think he's previously
6 said he didn't -- he doesn't recall the exact
7 discipline.

8 BY MR. GIST:

9 Q Were they terminated, sir?

10 A They were not terminated.

11 Q Okay. And who were those officers?

12 A You want me to name those officers?

13 Q Sure.

14 A The second investigation was Brian Riggs,
15 Melvin Magwood, and Joe Peeple. The third
16 investigation was Quinton Collins and
17 D'Angelo Palmer.

18 Q Palmer?

19 A Palmer.

20 Q And those officers were not terminated?

21 A They were not.

22 Q Who made the decision not to terminate
23 them?

24 A That's the chief of police.

25 Q Chief Reynolds?

1 A Chief Reynolds.

2 Q Did you make any recommendation to report
3 them to the South Carolina Criminal Justice Academy
4 for misconduct?

5 A My role? That's not my role. No, I did
6 not.

7 Q Did Chief Reynolds to your knowledge,
8 you're the deputy chief, make a report to the
9 South Carolina Department of Criminal Justice --

10 A Not to my knowledge, sir.

11 Q How to control accepting of cash for work
12 done off duty as a police officer?

13 A How do I control it?

14 Q Yeah. Is there any control mechanism in
15 place?

16 A Yes. We have -- currently? Are asking
17 what we do currently?

18 Q Yes.

19 A We have an on-line system where it's all
20 through a third party. They're all paid through a
21 third party. It's all electronic, and they receive
22 a check.

23 Q Right.

24 A So there's no transactions on scene or
25 through the mail or anything like that.

1 Q But that wasn't the case here, though, was
2 it?

3 A No, sir.

4 Q And, so, they were accepting cash. Do you
5 have any idea about the amount of cash or the level
6 of cash that these officers were accepting?

7 A I do not.

8 Q Now, the policy says it's not acceptable,
9 correct?

10 A The policy says that what's not
11 acceptable?

12 Q To accept cash --

13 A Right.

14 Q -- number 1 and number 15.

15 A Yes, sir.

16 Q No report, no -- no termination of these
17 individuals for accepting cash in violation of the
18 policy?

19 A The officers were not terminated for that
20 policy violation. Correct.

21 Q Were they suspended?

22 A You're asking me again. If we need to
23 pull the corrective actions, we can answer that.

24 But you're asking again what --

25 Q I'm just asking what she asked you. Okay?

1 HEARING OFFICER: Let me intervene here,
2 just because I feel like we're retreading over the
3 same ground. You're entitled to ask Chief Thompson
4 questions, but you are acknowledging that he has
5 already answered these questions in the specific
6 fashion. You -- you just said that on the record.

7 MR. GIST: That's fine.

8 MS. CLEVELAND: And we're prepared to give
9 the actual answer.

10 HEARING OFFICER: And I'll -- I'll put the
11 ball in your court. Would you like for him to
12 review the actual disciplinary action to answer the
13 question?

14 MR. GIST: Sure. I certainly would. Yes.

15 HEARING OFFICER: All right.

16 THE WITNESS: So for which -- you want
17 every officer?

18 BY MR. GIST:

19 Q No. I just want -- for Brian Riggs, what
20 was the action -- what was the action taken against
21 Brian Riggs for accepting cash?

22 A Brian Riggs was suspended for 10 hours,
23 90 days no off-duty.

24 MS. CLEVELAND: Could you -- when you give
25 their name, could you give their ranks, too, please?

1 THE WITNESS: Sure.

2 Sergeant Brian Briggs, his corrective action was
3 10 hours' suspension, which was one day off, 90 days
4 no off-duty employment.

5 BY MR. GIST:

6 Q Melvin?

7 A Melvin was, I think, a senior patrol
8 officer, or master patrol officer. He -- this is
9 blank. There's nothing on that here, sir.

10 Q How about Quinton?

11 A That's another file.

12 MS. CLEVELAND: You need another file?

13 THE WITNESS: Yeah, another file. This
14 one -- the third one was Joe Pinkney. That was
15 10 hours' suspension, 90 days no off-duty
16 employment. And if I remember correctly, and this
17 is just off memory, Melvin Magwood had medical
18 issues and was out and ultimately retired out of
19 office. But I'm not exactly sure why that's blank.

20 The third investigation, D'Angelo Palmer,
21 suspended for eight hours, which was one -- one day
22 for him, 90 days no off-duty. And he was a master
23 patrolman.

24 And Master Patrolman Quinton Collins, one
25 day off, 10-hours' suspension, 90 days no off-duty.

1 BY MR. GIST:

2 Q Okay. Now, 90 days no day off means they
3 can't take any kind of leave for 90 days. They got
4 to work?

5 A No. That was 90 days no -- they can't
6 work any off-duty employment for 90 days.

7 Q Okay. So they're prohibited from working
8 any --

9 A Yes.

10 Q But after 90 days they can go back.

11 A Yes, sir.

12 Q Okay. Did you have any kind of
13 orientation program after they committed these
14 violations that would orientate them with the
15 policy, general order 50?

16 A Not to my knowledge.

17 MR. GIST: No further questions of this
18 witness.

19 HEARING OFFICER: Ms. Cleveland?

20 MS. CLEVELAND: Yes.

21 BY MS. CLEVELAND:

22 Q I believe, if I understood, all of these
23 officers who received a 10-day and a 90-day
24 suspension were sergeants and below; is that
25 correct?

1 A That's correct.

2 Q And we had -- just comparing them to -- to
3 Captain Brisbon, is a captain a higher rank than --
4 than these officers?

5 A Yes.

6 Q Which is a significantly higher rank.

7 A Yes.

8 Q Would you say that you hold officers in
9 higher rank to a higher standard?

10 A You hold everyone to a higher standard,
11 but definitely officers of a higher rank, yes. I
12 would agree.

13 Q And is every single violation of a policy
14 the same? Are there -- are there more and less
15 egregious violations of a particular policy?

16 A Yes.

17 Q Would you rate accepting the correct
18 amount of pay but in the wrong form, i.e. cash, to
19 be more or less serious than demanding pay for
20 administering any job from a third-party civilian?

21 A I would say significantly less.

22 Q Accepting cash is significantly less
23 serious.

24 A Than accepting administration fees? Is
25 that what you're asking me?

1 Q Yes. That's my question.

2 A Yes.

3 Q Thank you. Is it criminal to accept cash
4 for work performed?

5 A No, it's not criminal. It's just a policy
6 violation.

7 MS. CLEVELAND: Thank you. That's all
8 that I have. Thank you.

9 MR. GIST: Re-direct. Coming back.

10 BY MR. GIST:

11 Q Policy is policy.

12 A Yes, sir.

13 Q I want you to look at Exhibit No. 1 and
14 Exhibit No. 15, and tell me if there are any
15 exceptions for disciplinary actions for people who
16 are captains versus people who are patrol officers
17 or sergeants.

18 A No, sir, there is not.

19 Q There is not, is it. Under no conditions
20 will an officer, an officer can mean anybody. It
21 can even mean you, right?

22 A Yes, sir.

23 Q Work an off-duty job for cash. The policy
24 speaks for itself, correct?

25 A Yes. The policy is here. I'm not sure

1 what you wanted me to say there, but, yes.

2 Q I just want you to reiterate that there is
3 no difference between the rank that allows a person
4 a pass for violating policy.

5 A I agree with you, sir. There's no --
6 there's nothing in policy differing between rank in
7 a -- in a violation of policy.

8 MR. GIST: No further questions.

9 HEARING OFFICER: Okay. I just have -- I
10 do have one question just based on some of the
11 conversation that was just had.

12 BY HEARING OFFICER:

13 Q Deputy Chief, you were asked if it was
14 after the, I guess, findings of this -- of your
15 investigations that there was any orientation to
16 educate individuals on what the policy says. Again,
17 I believe you said, no, there was no --

18 A I said not to my knowledge. That would
19 have been handled by a different department, and
20 they would have to speak to that.

21 Q Based on your knowledge of how the police
22 department operates and how it -- not just this
23 policy but any policy, how were those published?
24 How were officers made aware of the standards that
25 they're going to be held to?

1 A So we have an electronic system where they
2 have to electronically sign saying they read and
3 understood the policy.

4 Q Okay.

5 A It's an electronic -- electronic system
6 called power DMS. Our policies go into that system.
7 That was not in place in 2018, 2019. But currently,
8 you have to go in and sign that you understand the
9 policy.

10 Q Okay. Going back to -- and I don't know
11 if you can answer this. Going back to 2010, how was
12 it handled in 2010?

13 A To my -- I mean, that's been 13 years ago.

14 Q I understand. That's why I said, I don't
15 know if you'll remember.

16 A I believe at that time we had thumb
17 drives, and we had to update our thumb drives when a
18 new policy came out, and we signed saying that we
19 downloaded the new policy and understood it. I
20 believe that was the practice back then. But you're
21 asking me 13 years ago what I signed for, so.

22 Q I understand. Are policies only
23 republished to the department when they are revised,
24 or is there some sort of annual cycle where this
25 occurs, or biannual or whatever timeframe?

1 A So all of our policies are available to
2 all officers through that system, through Power DMS.
3 They can go in there and look at them at any time.
4 The only time we ask for them to sign is when there
5 are updates made or revisions made. Even if a word
6 is changed, or what have you, we publish it, and
7 they have to go in and sign for it.

8 Q But in the absence of a revision, there's
9 no requirement that you review policy.

10 A There are policies that are reviewed --
11 it's not my department. I'm going off of knowledge.

12 Q Right. I'm just saying in your person
13 experience as a --

14 A There are policies that are reviewed
15 annually, depending on CALEA standards. Whatever
16 the standards are is when they're reviewed now.
17 If -- if something comes up, a case law, or
18 whatever, we might have to review -- review a policy
19 and make changes mid year or, you know, when the
20 cycles is not happening, we automatically do that.
21 And then that's when the officers would have to go
22 in and sign when the policy is renewed. Does that
23 make sense?

24 Q I understand.

25 A There is a cycle.

1 HEARING OFFICER: I have no additional
2 questions. Because I did -- did question the
3 witness, Ms. Cleveland, do you have any additional
4 questions?

5 MS. CLEVELAND: I do not.

6 HEARING OFFICER: Mr. Gist, do you have
7 any additional questions?

8 MR. GIST: I do not, sir.

9 HEARING OFFICER: All right.
10 Deputy Chief, thank you for your time.

11 Mr. Gist, do you intend to recall
12 Deputy Chief Thompson?

13 MR. GIST: I do not.

14 HEARING OFFICER: You're excused. You're
15 welcome to stay. Either way is find.

16 Ms. Cleveland, will there be any
17 additional witnesses for the Department?

18 MS. CLEVELAND: The Department has no
19 further witnesses.

20 HEARING OFFICER: All right. Mr. Gist, is
21 there anything -- any additional matters before we
22 move on to the next stage of the hearing?

23 MR. GIST: None at all.

24 HEARING OFFICER: Okay. Do you intend to
25 call any additional witnesses?

1 MR. GIST: I call Mr. George Brisbon, my
2 last witness.

3 HEARING OFFICER: Let's take a break,
4 since we've been going all day.

5 (A short break transpired.)

6 George Brisbon, being first duly sworn,
7 testified as follows:

8 Q Could you state your name for the record?

9 A George Anthony Brisbon, Sr.

10 Q And, Brisbon, could you give me the --
11 where do you reside?

12 A On Johns Island. Johns Island,
13 South Carolina.

14 Q Okay. And this is a hearing involving
15 your license certification. Do you understand the
16 ramifications of what could or could not happen
17 based on a recommendation by the hearing officer as
18 it relates to your certification and your standing
19 as a police officer?

20 A That is correct, yes.

21 Q How long have you been a licensed police
22 officer in South Carolina?

23 A Thirty-five years.

24 Q Okay. And when did you start working for
25 the Charleston Police Department?

1 A In May of 1984.

2 Q 1984.

3 And what was your rank when you started
4 working?

5 A Private.

6 Q And you worked until what period? When
7 were you terminated?

8 A I was terminated in January of 2020.

9 Q Give me the roles that you've played at
10 the -- that you've actually held at the Charleston
11 Police Department.

12 A I started as private patrolman, went to
13 the traffic division, promoted into traffic division
14 a couple of times. From there, went and was in the
15 Safe Streets unit.

16 Q In the what?

17 A Safe Streets.

18 Q Safe Streets. Okay.

19 A That's where I got promoted to lieutenant.
20 I was team 1 commander for a couple of years. Then
21 I got transferred to -- back to traffic as a traffic
22 division commander. I then got promoted to captain
23 and was transferred at what time was the special
24 operations bureau. And I was in special ops, and
25 then I went to -- from special ops to admin

1 services, and then from admin services to admin
2 services commander. And then I went to patrol
3 division commander. And then my last assignment was
4 the commander of the detective division.

5 Q In 1984, did the department have a
6 computer system or an internet connection, computer
7 system, that would have allowed you to connect to
8 all policies and procedures of the police
9 department?

10 A No.

11 Q 1994, did the department have any kind of
12 a computer system that would have allowed you to
13 access policies and procedures of the -- of the
14 police department?

15 A No.

16 Q 2004, did the department have any
17 procedures that would have allowed you to access
18 policies and procedures?

19 A They gave us a written manual.

20 Q A written manual.

21 And do you remember signing that written
22 manual?

23 A Yes, sir.

24 Q All right. 2008, do you remember signing
25 Exhibit No. 1? I want you to look at the exhibits

1 that she's got there. We're going to stay on those
2 exhibits. Do you remember signing or receiving
3 Exhibit No. 1?

4 A Yes.

5 Q In 2008 what was your position?

6 A 2008, I was a captain.

7 Q A captain?

8 A Yes, sir.

9 Q Okay. You notice that was an effective
10 policy was Administrative General Order 50, off-duty
11 employment.

12 A Correct.

13 Q Okay. In 2008, do you remember signing
14 and acknowledging this document?

15 A Yes.

16 Q That you received it?

17 A Yes.

18 Q Did you understand this document?

19 A Yes.

20 Q Okay. And did you at any point in 2008
21 engage in off-duty work either as a captain
22 administering other officers, or did you engage as
23 an off-duty officer yourself working a direct job?

24 A Managing officers.

25 Q Managing officers.

1 Tell me -- tell me, in 2008, who was the
2 chief of police?

3 A Gregory Mullen.

4 Q How did you come into the position of
5 actually managing police officers for off-duty work?

6 A At the time, I was in special operations.
7 I was the captain at Special Operations Bureau. And
8 most of the major events, whether it be SEWE, the
9 bridge run, tennis tournament, those type of large
10 events, were managed through my office.

11 But at the time, most of them under the
12 prior chief were handled on duty. So everything I
13 did for the City in reference to managing those
14 events, whether -- because some of them required
15 off-duty. I had managed those events on City time,
16 because that was -- that was Greenberg's policy.

17 Q Okay. So Chief Greenberg had you actually
18 managing those events on City time, and you were, in
19 fact, getting paid on City time?

20 A I was getting paid by the City of
21 Charleston to handle --

22 Q Those events.

23 A -- those events, not the vendor.

24 Q Okay. And not the vendor.

25 A Correct.

1 Q Okay. And after Greenberg's --

2 Chief Greenberg's retirement, Chief Mullen became
3 the chief?

4 A Correct.

5 Q Okay. And at that point did you continue
6 to be paid by the City of Charleston to -- well, did
7 you continue to manage those events?

8 A For the first couple of months or year, I
9 did. And then Chief Mullen decided that the vendors
10 should bear the responsibility or the cost of -- of
11 having these events.

12 Q Okay.

13 A And at that point, he said that he did not
14 want me handling or managing off-duty jobs on City
15 time. Everything I did have to be on my own time.

16 Q So at that point, the City of Charleston
17 stopped paying you for managing these special
18 events.

19 A Correct.

20 Q Under Chief Mullen.

21 A Correct.

22 Q Now, when Greenberg was the chief and you
23 were doing these events, you were, in fact, paid on
24 City time?

25 A If I -- when I managed the job, set it up,

1 do incident action plans, whatever, I was paid by
2 the City. If it required me working outside of the
3 police department, if I did it during their time, I
4 didn't get paid. If I did it on my own time, I got
5 paid.

6 Q Even under Greenberg.

7 A Even under Greenberg.

8 Q But the City didn't pay you no overtime or
9 no -- no -- any kind of time like that.

10 A No.

11 Q Okay. So let's move forward to
12 Chief Mullen. Do you ever recall Chief Mullen
13 telling you that you were expressly prohibited from
14 charging an administrative fee to a venue pursuant
15 to your arrangement with that venue?

16 A Never.

17 Q Tell me what your conversations were with
18 you and Chief Mullen as it relates to the
19 administrative fees, if you can recall, ever having
20 a conversation with him about it.

21 A This was all initiated initially with the
22 South Carolina State Ports Authority. They was now
23 going to be receiving cruise ships into the city,
24 and it required hiring officers more than what the
25 State -- State Ports Authority could handle. They

1 didn't have enough officers to -- to handle the job
2 that was required.

3 Q Okay.

4 A So at that point, there was a meeting with
5 the chief, individuals from the mayor's office,
6 legals, just a wide variety of people. And in that
7 meeting, I explained to them that the City has an
8 off-duty rate but that this job required -- because
9 a cruise ship is going to come in when it's going to
10 come. It's not going to come the day before. It's
11 not going to come the day after. It's going to come
12 that day. We were blocking streets, major
13 thoroughfares, that we had to have officers, and
14 that because the volume of the number of officers,
15 we had to have the officers.

16 Q Okay.

17 A So at that point, the State ports says,
18 well, we've -- we've got to have the officers.

19 So I says, well, in a way to guarantee you
20 will have officers is, you need to pay more than the
21 standard off-duty rate. That way it will attract
22 the officers to the job.

23 And -- and also with Mullen being there, I
24 says, I'm under instructions from Chief Mullen that
25 I can't handle this on City time. I have to handle

1 and manage this entire operation on my own time.

2 So there it was agreed that, one, they
3 would pay a differential rate, and, two, they would
4 pay me to manage this on my own time.

5 MS. CLEVELAND: "They" is the Port?

6 THE WITNESS: The Port and the City.

7 BY MR. GIST:

8 Q So was there ever a prohibition by
9 Chief Mullen as it relates to the Port Authority for
10 you charging that administrative fee?

11 A There wasn't a probation. And,
12 additionally, Chief Mullen wanted the Ports
13 Authority to pay the City for the use of the
14 vehicles. And, so, I'm -- I'm thinking it was
15 either 15 or \$20. So in my invoice to the State
16 Ports Authority, clearly it stated the officers, the
17 amount -- the amount of hours they worked, what they
18 would do, to including myself, and, additionally, in
19 bold red letters, it stated administrative hours for
20 Captain Brisbon. It stated how many hours I worked
21 additionally and the amount.

22 Q Okay. So with respect to that invoice
23 involving the State Ports Authority, you're saying
24 that it explicitly allowed you to charge an
25 administrative fee.

1 A Administrative hours.

2 Q Administrative hours.

3 A Correct.

4 Q So with respect to the -- so you -- is
5 that the first contract you had, or had you acquired
6 any other contracts between the special events that
7 you actually were managing prior to or after?

8 A Contracts, no, because, like I said,
9 initially under Greenberg, everything was done on
10 City time. And with Mullen, he believed that all
11 his officers should be spending their police time
12 doing police work and not handling or managing
13 off-duty jobs.

14 Q Okay. Was Mullen sort of a strict
15 disciplinarian as far as adhering to policy?

16 A Oh, yeah.

17 Q And did you ever have any discussions with
18 Mullen involving exhibit No. 1 in front of you as it
19 relates to your job of handling off-duty work?

20 A Not specifically in reference to
21 Policy Number 50, no.

22 Q Okay. But let's look at Policy Number 50.
23 I want you to look at it in -- there's been a lot of
24 discussion about hours. But under Policy Number 50,
25 on page 303, under the Section 50.7 that says

1 compensation. When did you all first go into the
2 agreement with the State Ports Authority for the
3 cruise ships?

4 A I want to say -- well, Greenberg left in
5 2006. It might have been maybe two or three months,
6 four months, after Mullen got here. It was shortly
7 right after he got here.

8 Q I want you to look at -- it ends with,
9 during City-recognized holidays. Do you see that?

10 A Yes.

11 Q The rate would be \$35 for officers, \$40
12 per hour for supervisors and commanders. You see
13 that, right?

14 A Yes, sir.

15 Q Now, right after that, there's another
16 statement that starts with the word all. Could you
17 read that ending with, will remain in place?

18 A All contracted assignments where the fee
19 has already been set prior to October 9, 2019 --
20 excuse me -- October 9, 2009, will remain in place.

21 Q Now -- so by 2009, the contract with the
22 cruise line was already in place?

23 A Correct.

24 Q And, in fact, the fees charged because of
25 the cruise ship arrangement with the City and with

1 the Ports Authority, the fee would have exceeded 35
2 or \$40 an hour?

3 A It exceeded the rate that was established
4 at that time.

5 Q Right. And do you know what that rate was
6 that officers as well as yourself would be paid?

7 A I think it was 25 -- I think it was \$25 an
8 hour for the officer and \$35 for the commander.

9 Q Okay. So that's in 2008, 2009?

10 A Correct.

11 Q Did you charge a fee higher than that
12 under that contract?

13 A No. I charged -- and this is where you
14 say -- they say it's semantics. I charged
15 administrative hours. So if it took me four hours
16 to complete the task, that was four hours times my
17 rate.

18 Q Okay.

19 A So it wasn't a fee. It wasn't like I --
20 like they want to allege that I charged someone X
21 amount of dollars. I didn't charge X amount of
22 dollars. I charged --

23 MS. CLEVELAND: Are we still talking about
24 the Port?

25 MR. GIST: Yeah.

1 THE WITNESS: Port and everything.

2 BY MR. GIST:

3 Q Well, no --

4 A Well, the Port. Okay. You're talking
5 about the Port.

6 HEARING OFFICER: Let me stop for a
7 second. I don't know if -- I -- I get it that the
8 testimony may -- and we've been here a long time --
9 may become confusing, but I don't know if that
10 necessarily is grounds for an objection or allows
11 for an interruption.

12 MS. CLEVELAND: No. I think it's
13 irrelevant. I think that the Port, they've just
14 established, and we established earlier, did not
15 fall under this policy. It was a formal binding
16 contract between the Port and the City. It would be
17 handled entirely different by its own set of
18 contractual -- and no one has ever accused him or
19 disciplined for the Port. It had nothing to do the
20 reason for --

21 HEARING OFFICER: I understand.

22 MR. GIST: Let me respond. I'm laying a
23 foundation to later ask him questions about other
24 contracts.

25 HEARING OFFICER: Yes.

1 MR. GIST: Okay. And that's why I believe
2 that it is relevant.

3 HEARING OFFICER: Okay. I'm going to
4 overrule the objection.

5 MS. CLEVELAND: Thank you.

6 BY MR. GIST:

7 Q So -- so the contract with the Port was
8 sort of a -- everybody understood what was on the
9 table.

10 A Correct.

11 Q All right. Do you have any other meetings
12 involving any other venues at any time between 2009
13 up through until the time you are terminated? Do
14 you ever have any -- well, up to the time -- let me
15 clarify that. Up to the time that -- when did
16 Chief Mullen leave?

17 A Chief Mullen left in 2017.

18 Q Okay. So between 2009 and 2017, any more
19 in-depth discussions with Chief Mullen where he and
20 you discussed what your role would be as it related
21 to other venues that held special events?

22 A Yes.

23 Q What were those discussions, and how did
24 they -- what were they about?

25 A There were basically two discussions. At

1 some point in 2011, '12, somewhere along the lines,
2 the -- at the time it was called the Family Circle
3 Tennis Center, which is owned by the City of
4 Charleston. And, initially, they only had maybe one
5 or two concerts a year. So it wasn't a big deal.

6 And, so, it got to the point when they
7 were having 11, 12, 13 concerts a year.

8 Q Okay.

9 A I was already under explicit -- because of
10 the Family Circle Tennis Center -- the Family Circle
11 Tennis event itself, Chief Mullen made it explicit.
12 You cannot handle off-duty assignments. And what he
13 means by handle, manage, administer, on City time.
14 You have to do it on your own time.

15 And I said, well, Chief, you are requiring
16 me to do incident action plans, which takes up a lot
17 of time. I have to hire officers, and I have to,
18 you know, do the administrative work. How do you
19 want me to handle it?

20 He says, you handle it just like you
21 handled the Port.

22 That was his explicit instructions. So
23 shortly after that, there was a subsequent meeting
24 with me, the chief, Suzanne Utnick.

25 Q Okay. Who is Suzanne Utnick?

1 A Suzanne Utnick at the time was the
2 administrative services manager for the City of
3 Charleston.

4 Q Okay.

5 A She was a civilian, but, theoretically,
6 she held the rank of deputy chief. There were two
7 deputy chiefs, and she was a manager, but she had a
8 lot of swing within the police department.

9 Q Okay.

10 A And, so, she -- me and her and the chief
11 met. And I explained all of this again to the chief
12 and to her. And she says, well, George, all of this
13 stuff, because of workman's comp and all of this
14 stuff, you are independent. She says, you cannot
15 use the City letterhead or any City paraphernalia or
16 anything to handle these jobs. She said, you are
17 basically hands off. She says, you submit your own
18 invoices. They can't be on City letterhead, none of
19 that. You manage the jobs.

20 And I left at that point fully aware and
21 fully understood what I was just told.

22 Q Okay. Just for purposes of brevity,
23 because we have been here a long time. I want you
24 to look at Exhibit No. 15. She's going to give it
25 to you. Page 303.

1 A They don't have the page number on this
2 one.

3 Q Under compensation. Section 50 -- 50.7.

4 A Okay.

5 Q Do you see that?

6 A 50.7 on here has consolidated dispatch.

7 Q The section on compensation.

8 A Compensation. Okay. 50.9.

9 Q 50.9. It changed from 50.7 to 50.9.

10 A Okay.

11 Q Okay. So on 50.9, I want you to look at
12 the section -- remember, we -- we visited the
13 section talking about all contracted assignments.
14 But go down a little but after -- after, under no
15 conditions will an officer work an off-duty job for
16 cash. What's the next -- what is that next -- read
17 the next statement.

18 A Additionally, payment arrangement,
19 collection and terms that are associated with such
20 matters are the responsibility of the officers
21 employed by the employer and not the department.

22 Q So does this policy comport with what you
23 just said in your testimony just now that in your
24 meeting with Suzanne, what was her name?

25 A Utnick.

1 Q Utnick. And was Chief Mullen in that
2 meeting?

3 A It was the three of us.

4 Q So they really told you at that point, you
5 were no more than just -- for this off-duty work,
6 that you were an independent contractor free to do
7 what you needed to do as far as your relationship
8 with whoever was employing you.

9 A That's my interpretation.

10 Q And is that your interpretation from
11 reading that policy there?

12 A This policy does not address what I was
13 told to do. This policy addresses working off-duty
14 jobs. It does not address managing off-duty jobs.

15 Q But that's not my question to you. My
16 question to you is based on, additionally, payment
17 arrangements, collection and terms that are
18 associated with such matters are the responsibility
19 of the officer. That would be you.

20 A That would be me.

21 Q And employed by the employer.

22 A That's me.

23 Q That would be whatever event elected to
24 hire you.

25 A Correct.

1 Q And not the department.

2 A Correct.

3 Q My question to you -- maybe I confused --
4 my question to you is, so that established you
5 having a direct relationship with whoever the
6 employer was that was hiring you.

7 A Correct.

8 Q And not with the City of Charleston.

9 A Correct.

10 Q So, we've heard a lot of conversation here
11 today about -- about fees and -- and administrative
12 fees. You're clearing up -- you're saying that you
13 charge for your administrative hours?

14 A Correct.

15 Q Not a blanket fee that you just -- that
16 you just charge somebody for.

17 A Correct.

18 Q Okay. So, if, in fact, that was the case,
19 do you have -- or has -- to your personal knowledge,
20 has any of these vendors ever complained about your
21 charging them for -- for hours?

22 A None.

23 Q Now, there was a big to-do here about
24 Exhibit No. 13, dealing with your relationship with
25 the Thomas Bennett House.

1 A Yes.

2 Q Do you ever remember signing this
3 document?

4 A Yes.

5 Q And was it signed on March 1, 2019?

6 A Yes.

7 Q Okay. And did you get permission to
8 administer an off-duty employment at this venue?

9 A Yes.

10 Q Why did you get permission to do that?

11 A What happened was, Lieutenant -- now
12 Lieutenant Kristy McFadden, who had the job prior,
13 no longer wanted the job. I got a call from the
14 chief's office. Sonya Green, who is the
15 administrative -- who is the chief's administrative
16 assistant, called me and says, hey, there's an
17 opening for managing the Thomas Bennett House.
18 Kristy McFadden no longer wants to do it, because
19 it's taking up too much of her time, and we're
20 looking for someone to manage the job. She says,
21 please go and talk to Kristy and see if you're
22 interested in managing the job.

23 Q Did you do that?

24 A I did that.

25 Q Okay. Now, there's been some question

1 here about whether or not -- whether or not the
2 Thomas Bennett people could have just went and got
3 this management of the Thomas Bennett House free
4 through some other avenue in the City. Did you ever
5 at any point tell the Thomas Bennett people that
6 they could have accessed this service free through
7 the City rather than having you do it?

8 A Yes. When I contacted her, I explained to
9 her that I, under the instructions of Chief Mullen,
10 cannot manage off-duty assignments on City time.
11 All of my arrangements and managements has to be
12 done on my own time. I said, so, therefore, the
13 hourly rate at this time is \$25 an hour. I will
14 charge you, whatever you want to call it, for one --
15 a lot of times it took me four or five hours to find
16 somebody. I said, one hour at \$25 of the hourly
17 rate. It wasn't a fee. It was one hour's pay at
18 the off-duty rate to manage people and to hire
19 people for the job.

20 I says, now, the police department has a
21 separate mechanism or off-duty umbrella. You are
22 free to utilize that system.

23 She tells me, no. We have a court order
24 from the City of Charleston that states that we
25 absolutely must have officers at this venue, because

1 of our loud noise statute.

2 The -- the Thomas Bennett House is
3 situated next to a residential area. The
4 Thomas Bennett House has weddings and parties and a
5 lot of events where they would have DJs or bands.
6 And the music got so loud that the neighborhood
7 complained.

8 And as a stipulation for allowing them to
9 continue to manage the -- I mean to have events,
10 they mandated that -- that an officer is there.

11 So at that point, Kristy McFadden -- well,
12 before that, Kristy McFadden gave me the order. She
13 gave me a copy of the order.

14 So Ms. -- Ms. McCormick says, well, I have
15 got to have officers. I don't want to use an
16 automated system, because if I use a system down
17 there, all the -- all the lieutenant down there does
18 is post it on the board. If it gets signed, it gets
19 signed. If it doesn't get signed and nobody shows
20 up, I'm in violation of the City policy. So I have
21 got to have someone that I can call directly to say,
22 hey, did you hire somebody, did you find somebody,
23 are you still looking, whatever the case may be. I
24 don't want to use the City's system. I want to hire
25 you.

1 Q Okay. Now, I want you to -- so she knew
2 she had the option of using the City system.

3 A Correct.

4 Q And, so, you and she then engaged in an
5 independent relationship.

6 A Correct.

7 Q Her as your employer and you as the
8 officers providing that service.

9 A Correct.

10 Q Okay. I want you to look at
11 Exhibit No. 19 that was ordered -- that was put
12 into -- into the record.

13 A I've got 13, I've got 1, and I've got --

14 Q Exhibit No. 9. I'm sorry, sir.
15 Exhibit No. 9. Exhibit No. 9 is going to be a July
16 to December 2018 officer coverage, Governor
17 Thomas Bennett House.

18 A Correct. I have it.

19 Q You have it. Okay. Have you seen this
20 document before?

21 A I first saw this document when I filed for
22 my Freedom of Information Act request and received
23 it from the City. But this is not the original
24 document that was presented to me by Professional
25 Standards.

1 Q Okay. And is there some deviation in this
2 document that was presented to you by
3 Professional Standards?

4 A Yes. I want to say that the original
5 document that they showed me started in February.
6 And in that document, it referenced the \$25 payment,
7 because I -- like I told her, for me to find someone
8 to do the job, I will charge you one hour in which
9 the off-duty rate was \$25 an hour. And I -- and on
10 that invoice, it clearly showed the \$25 payment. So
11 sometime after my interview with
12 Professional Standards, someone doctored what was
13 sent to me.

14 Q Okay. So you're saying that Exhibit No. 9
15 does not show the administrative acknowledgement
16 that was on there by the administrative fee.

17 A It is -- this document has been altered,
18 and it's not representative of the document that was
19 given to me when I was first interviewed by the
20 Office of Professional Standards.

21 Q Okay. Did they give you a copy of the
22 document when they first interviewed you?

23 A No. I -- I was -- I was only allowed to
24 look at the document. They gave me no -- only
25 documentation they gave me was my Garrity warnings.

1 Q Outside of the Garrity warnings, when you
2 filed your appeal to go through the proper grievance
3 channels, was that original document, as based on
4 your testimony, ever presented to you by way of a
5 copy or the original shown to you?

6 A When -- when I signed the Garrity form, I
7 was given a copy then. And then when I --

8 Q A copy of what, the Garrity warning?

9 A Yeah, the Garrity that I signed.

10 Q Right.

11 A And then when I -- when I was terminated,
12 I filed a FOIA request for the investigative
13 package. And when I received the investigative
14 package, I did not receive the original invoice that
15 was sent to me. I received this altered and
16 doctored version.

17 Q Okay. Let's look at -- look at the
18 version of it. It's called Exhibit No. 9. Let's
19 look at it if you're disputing the authenticity of
20 it. But let's look at it from the standpoint of --
21 and I'm not waving anything as a result -- as a
22 result of your -- but I want you -- there's
23 five hours. Saturday, 6th of October, five hours
24 and 30 hours at \$30 an hour. Tell me what that's
25 about.

1 A At some point in 2018, the hourly rate
2 changed from \$25 an hour to \$30 an hour. And that
3 was for everyone. The hourly rate changed from 25
4 an hour to \$30 an hour.

5 Q Okay. And, so -- and then we look at
6 Saturday the 4th of November, you worked four hours
7 and that's at 30 hours. Is that your working on
8 site, or is it your -- is that something -- some
9 kind of a fee?

10 A The hours here is hours that I actually
11 worked.

12 Q On the ground.

13 A On the ground. Physically at the
14 Thomas Bennett House.

15 Q All right. Let's turn over, on March of
16 2019, on the second page of that document. It shows
17 that you were scheduled to work on April 12, 2019,
18 but you no-showed due to work. Could you explain --
19 and payment already submitted. What does that mean?

20 A The Thomas Bennett House was notorious for
21 late payments. They never paid on time. I never
22 submitted an invoice to the Thomas Bennett House.
23 Only thing I supplied them with was, who was working
24 that day. I want to say on that particular day, I
25 was a no-show was because either someone got killed

1 or something happened on that date that required me
2 not being able to show up. There was something work
3 related that caused me not to be able to work that
4 particular date.

5 Q Because at that time -- now, were you not
6 a detective?

7 A I was -- at that time, I was a captain in
8 the detective division.

9 Q Okay. And, so, it's noted here that
10 something went on. It says because of work. So
11 what I want to find out, you never submitted
12 invoices to the Thomas Bennett House?

13 A Never.

14 Q You never generated invoices or gave them
15 to the Thomas Bennett House?

16 A Never.

17 Q They generated their own invoices.

18 A Correct.

19 Q And who did they give those invoices to?

20 A I am assuming whoever the financial
21 department was at Roper Hospital, because
22 Thomas Bennett House was owned by Roper Hospital.

23 Q Okay. And how did you get paid from the
24 Thomas Bennett House?

25 A I received a check from Roper Hospital.

1 Q Okay. So the compensation that you
2 received for all of these venues were directly
3 between you as the off-duty officer or off-duty
4 coordinator, those -- that compensation that you
5 received was your relationship with them as your
6 employer.

7 A Correct.

8 Q So none of these invoices were being
9 generated by the City of Charleston.

10 A None.

11 Q So none of the issues involving oversight
12 and management by the City of Charleston ever came
13 into existence. It was strictly a relationship as
14 the Order Number 50 says, that was established
15 between you and the employer.

16 A As for managing off-duty jobs, there was
17 nothing.

18 Q And was there ever any direct complaints
19 by -- how many -- run off a list of the people
20 you -- you actually provided events -- events for.

21 A Family Circle Tennis Center, every movie
22 that came to Charleston, Thomas Bennett House, the
23 church, when -- at the time when I managed on duty
24 for SEWE and Cooper River Bridge Run, because even
25 at the Cooper River Bridge Run, Cooper River Bridge

1 Run was managed by the City. I did not get paid to
2 manage the job. But the officers that worked it got
3 paid. And, so, I had to manage it. I had to send
4 invoices, the whole nine yards. And from any job
5 that I have managed on behalf of the City of
6 Charleston, all on behalf of any independent vendor,
7 I have never received a complaint.

8 Q I want you to go --

9 MR. GIST: I'm about finished, Your Honor.

10 BY MR. GIST:

11 Q I want you to go to look at something else
12 here that was Exhibit -- that was entered in as an
13 exhibit by Ms. Cleveland. Look at Exhibit No. 10.
14 It's a series of e-mails between you and
15 Linda McCormick.

16 A Correct.

17 Q Who is Sergeant Lee Mixon?

18 A He is the sergeant in internal affairs.

19 Q Okay. And, so, Linda H. McCormick writes
20 him on October 8th of 2019 and says, Good afternoon,
21 Sergeant Mixon. Do you see that?

22 A Yes, sir.

23 Q Okay. I want you to pay attention to
24 dates and numbers here.

25 A Okay.

1 Q When did they notify you that you were
2 first under investigation by internal affairs?

3 A On, I want to say -- whatever date it was,
4 because I was on vacation, and the day I came back
5 from vacation is the day that they -- that
6 Sergeant Mixon came to my office and told me that
7 they wanted to interview me in Professional
8 Standards. So I want to say the 12th, but I can't
9 remember the exact date. But I know it was my first
10 day back from work after being on vacation.

11 Q Thank you. Now I want you to take a look
12 at Exhibit No. 14. Exhibit No. 14 is a document
13 authored by Lieutenant Cretella. If you look on the
14 second page from the front, page 2 of 5.

15 A Right.

16 Q I want you to look at -- what date does
17 Lieutenant Cretella and Mixon say they interviewed
18 you?

19 A What page, now?

20 Q Page 2 of 5.

21 A What paragraph?

22 Q The next to the last paragraph.

23 A Okay. On 8/12/2019, Sergeant Mixon and
24 Lieutenant Cretella conducted an interview with
25 Captain Brisbon.

1 Q Is that your first time being interviewed
2 with them?

3 A Yes.

4 Q Okay. I want you to look at the document
5 that is exhibited -- that is sent in by
6 Linda McCormick on Exhibit No. 10.

7 A Okay.

8 Q Turn to page -- turn to page number --
9 it's going to be like four pages. Turn to page 1.
10 I think the first one is three. The next one is
11 four, and then there's a one, and then there's a
12 two.

13 A Correct.

14 Q Page 1. It says, from Linda McCormick to
15 Lee Mixon. Monthly coordinating fee. Thank you for
16 the information. Since the current chief of police
17 was appointed in April of 2018, does this mean that
18 Captain Brisbon was not authorized to charge and
19 collect the monthly coordination fee after that
20 time? The amount totaling \$1750 was paid to
21 Captain Brisbon by the Governor Thomas Bennett House
22 from January of 2018 through June of 2019.

23 A Correct.

24 Q A year.

25 A Uh-huh.

1 Q Okay. What was the policy before Reynolds
2 became the chief between you and Mullen? Did Mullen
3 ever tell you, you couldn't charge an administrative
4 fee?

5 A No.

6 Q So she's asking, since the current was
7 appointed. Now, I want you to go up to the top of
8 that page and look at the exchange between Lee Mixon
9 and Anthony Cretella.

10 A Which page?

11 Q Same page.

12 A Okay.

13 Q At the top.

14 A Okay.

15 Q Her e-mail, Wednesday October 9th, his
16 Tuesday October 8th, at 4:10 p.m. There's another
17 e-mail between Mixon and Cretella on October 9th,
18 the next morning, at 11:39 a.m.

19 A Correct.

20 Q What does Mixon say in answer to this
21 lady's question?

22 A How do you want to answer this.

23 Q Okay. Now let's look at the next e-mail
24 exchange. Lee Mixon -- turn to page 2 at the back.
25 It's the very back.

1 A Okay.

2 Q Lee Mixon responds on October 8, 2019.

3 A Correct.

4 Q Not the 9th.

5 A Right.

6 Q To Linda McCormick.

7 A Correct.

8 Q It says, monthly coordinating fee.

9 Coordinating fees are not outlined in our policy.

10 Is that not what Lee Mixon is saying?

11 A Yes. Correct.

12 Q You didn't write that, did you?

13 A No.

14 Q It's not outlined in the policy.

15 A Correct.

16 Q It doesn't say whether it is or is not
17 outlined. If you look at Exhibit No. 1 and No. 15,
18 there's no prohibition against charging a
19 coordinating fee between you and your employer based
20 upon -- based upon the section starting with,
21 additional -- additionally, you have the right to
22 set up your own compensation structure with that
23 outside employer in Exhibits 1 and 15, correct?

24 A Correct.

25 Q You've seen that.

1 A Correct.

2 Q Okay. What is Mixon saying on
3 October 8, 2019, in the midst of his investigation
4 of you? What?

5 A Coordination fees are not outlined in our
6 policy.

7 Q And what else does he say?

8 A And they have not been authorized by the
9 current chief of police.

10 Q Current chief of police. He does not say
11 whether or not they were authorized by the former
12 police chief, does he?

13 A Correct.

14 Q He doesn't speak to what your relationship
15 was with -- with Officer Mullen, does it?

16 A No.

17 Q But he does speak very specifically about
18 coordinating fees are not outlined in our policy.

19 A Correct.

20 Q Didn't say that they were not -- that they
21 were -- that they were prohibited prior to this
22 time. Her question was asking whether or not, for
23 an entire year, January of 2018 through June
24 of 2019 --

25 A Correct.

1 Q -- whether or not the coordinating fees
2 were applicable.

3 A Correct.

4 Q Let me ask you also about this sheet now
5 with the -- Exhibit No. 9.

6 A Correct.

7 Q How do you explain No. 9 with respect to
8 how she's got this invoice put together?

9 A Well, it's clearly outlined page no. 3 of
10 this document that states, thank you for the
11 information. Since the current chief of police was
12 appointed in April of 2018, does this -- does this
13 mean that Captain Brisbon was not authorized to
14 charge and collect the monthly coordination fee
15 after that time? The amount totaling 1750 was paid
16 to Captain Brisbon by the Thomas Bennett House from
17 January of 2018 through June of 2019.

18 The document that -- that -- that
19 Captain Cretella showed me referenced that. This
20 document was cut off and altered to only show from
21 July of 2018 through December 2018. And then the
22 second page has 2019. So even by her own admission,
23 one, the amount totaling 1750 was paid to
24 Captain Brisbon by the Thomas Bennett House from
25 January of 2018 through June of 2019. But this

1 document that they entered into -- into evidence and
2 altered only reflects from July of 2018 through
3 2019. Six months of this document has been removed.

4 Q You never had a relationship with
5 Corporal Johnson, did you?

6 A Other than -- I mean, we came up through
7 the ranks together. He was hired before me. And
8 when I first came on, we were in the same patrol
9 squad. And as I progressed through the department,
10 I never -- he never worked directly for me.

11 Q Okay. But when you look at the
12 investigation, it lumps you and Johnson together.
13 What do you think about that?

14 A Well, again, I don't know what
15 Corporal Johnson was doing. I don't know how he was
16 doing it. I will say this. Corporal Johnson was
17 familiar with the off-duty -- with off-duty jobs.
18 And, so, there are a lot of times at the State Ports
19 Authority, I could not work. I could not work every
20 time a shift came into the Port. But I was still
21 responsible for hiring the officers and submitting
22 the invoice.

23 So on those days that I could not work, I
24 would give the invoice to Corporal Johnson to give
25 to the lieutenant at the Port. On that invoice in

1 clear, bold, red letters, in red ink, was
2 administrative hours, the amount of hours I worked,
3 and how much I was paid. So that's what I gave
4 Corporal Johnson to give to the lieutenant at the
5 Port.

6 If Corporal Johnson took that and said
7 that he could do the same thing, I don't know. I
8 did not tell him to do it. He never told me he was
9 doing it. I don't know what he did. So -- but
10 he's -- apparently saw what I was doing and thought
11 he could do the same thing.

12 Q Let me ask you this, going back to SLED.
13 Were you actually interviewed by SLED agents?

14 A Yes.

15 Q And when SLED agents interviewed you, did
16 they question you about the policies and procedures,
17 especially Order Number 50? Did they question you
18 about your off-duty status or what your job was?

19 A They did.

20 Q Okay. Did they refer to -- ever show you
21 Order Number 50?

22 A I provided Policy Number 50 to them.

23 My -- my attorney --

24 Q You gave the policy to the SLED agent.

25 A Correct. My -- my attorney at that point,

1 Andy Savage, gave it to them.

2 Q I know Andy. Good fellow. Good guy.

3 Good lawyer.

4 Did they ever -- so they -- did they ask
5 you some of the same things that we've asked -- I've
6 asked you here today about --

7 A Yes.

8 Q -- your familiarity with the policy?

9 A Yes.

10 Q Did they ask you whether or not you had
11 permission to do an administrative fee?

12 A Yes, they asked me.

13 Q Did they ask you -- show you anything that
14 the City had given them as to Administrative Order
15 Number 50?

16 A No.

17 Q Okay. Did they show you anything as it
18 relates to the City's policies and procedures
19 regarding off-duty work?

20 A The SLED agent's statement to me and my
21 attorney at the time, Andy Savage, was that they
22 were called by the City of Charleston to investigate
23 me for misconduct. When the SLED agent asked them,
24 what was my misconduct or what crime was I alleged
25 to have committed, the SLED agent says, there isn't

1 any.

2 Q So they -- so my question to you -- that's
3 what I want to make sure. So you actually was
4 questioned by SLED and Andy was in your presence,
5 right?

6 A Andy was my -- was the attorney
7 representing me at the time.

8 Q And, so -- and, so, they come in and tell
9 you, we're not looking at you for criminal
10 misconduct?

11 A They told me that the City did not outline
12 or tell them what I was alleged -- they said that
13 they are a state law enforcement entity that -- that
14 investigates criminal acts, and that when he asked
15 them what criminal act that I have been alleged to
16 have committed, they told him that there was none.

17 And he says, well, what am I supposed to
18 investigate?

19 And they said that, we just want you to
20 look into it. We want you just to look into his
21 off-duty practices.

22 Q They -- let's make sure we get the parties
23 straight, now. Okay. And I know you -- we've been
24 long. So, you're saying the SLED agents are saying
25 to you and Andy Savage that the City of Charleston

1 wanted them to look into your off-duty practices.

2 MS. CLEVELAND: Objection. Hearsay.

3 HEARING OFFICER: Yeah. I think that's --
4 that's going to have to be sustained.

5 BY MR. GIST:

6 Q During the time of your work with all
7 these events, did anybody else complain about you
8 charging the -- the hourly administrative fee?

9 A Administrative hours, none. No one
10 complained.

11 Q Administrative hours. I want to make sure
12 we get fee and hours in there. Administrative
13 hours.

14 A No one -- as a matter fact, someone said
15 they didn't realize it was as cheap as it was, that
16 I spent a lot of time. I get called at 2, 3:00 in
17 the morning to cancel officers for one particular
18 day and then hire officers for another day. As a
19 matter of fact, the amount of hours I -- I -- I
20 charged them was still too low. I -- I worked many
21 more hours than what I actually submitted on my
22 timesheets for -- for the movie people.

23 Q What's the \$47 -- I'm going to split the
24 difference between the two fees, and I'm going to
25 charge you additional 47.50 instead of charging you

1 the extra amount? Explain that.

2 A From the time in 1984 when I first started
3 working movies, again, movies were -- were -- were
4 entities that when they hired officers, they had to
5 have them. If they say we're going to film on
6 Kings Street or on Broad Street in front of the
7 mayor's office on Monday from 6:00 in the morning
8 until 4:00 in the afternoon, Broad Street is blocked
9 from Meeting Street to East Bay Street, we have to
10 have officers.

11 The City, Neighborhood Association, the
12 Business Association, have already went through
13 special events and agreed to this particular time.
14 So it would be highly frowned upon, highly -- it
15 wouldn't look good if they show up to film on a
16 particular day and there is no officers.

17 Officers in the Charleston Police
18 Department, again, as Lieutenant Hawkins stated, are
19 very savvy. They know that -- that jobs pay a
20 different rate. They want to say that 25 -- nobody
21 got paid more than 25 or less than 25. That's not
22 true. Yeah, it's written in policy, but that's not
23 true.

24 And, so, officers would pick and choose
25 what they wanted to work. In order or on -- on --

1 on three-days' notice or two-days' notice or 12-hour
2 notice that we're going to film on this particular
3 day, the rate was set to incentivize officers to
4 work.

5 Q And the rate was set by whom?

6 A And the rate was set by the movie
7 industry.

8 Q Which would be the employer.

9 A Which would be the employer.

10 Q And not the City of Charleston.

11 A And not the City of Charleston, because
12 they wanted to guarantee that officers would be
13 there when they had a contract with the City of
14 Charleston to close streets, close businesses, or do
15 whatever they did.

16 So in this incidence where Ms. Cleveland
17 brought up the 47.50, the officers were being paid
18 \$40 an hour, not -- not 25, not 35. In this
19 particular instance, they were being paid \$40 an
20 hour. In policy, it states that an event commander
21 would get paid \$10 more than the officer. So I
22 negotiated. Instead of charging her 50, which would
23 be \$10 more than the officers who were making 40, I
24 said pour said 47.50, which is \$2.50 less. I did
25 not charge more. I actually charged less. The

1 officers got paid 40. I got paid 47.50.

2 Q And what did you do to earn that 47.50?

3 A I -- they would call me and say, George,
4 we are filming on this particular day. I need ten
5 officers, or I need seven officers, however many
6 officers they -- they may need.

7 I would then go out, and I would -- I
8 would either -- sometimes I would put it on the
9 SignUp Genius, and still, you know, I would, you
10 know, call officers, because depending on the time
11 of the day, if they're only -- if they're filming
12 from 2:00 until 10:00, the dayshift couldn't do it,
13 because they don't get off until 5:00. The evening
14 shift can't do it, because they come to work at
15 4:00. The midnight shift guys were, you know, on
16 midnights.

17 So I would have to get on the phone and
18 say, hey, can you work, can you work, because the
19 hours did not align with the patrol schedule. I had
20 to call officers and said, hey, can you work. Once
21 I got the officers lined up --

22 Movie industry is -- is copyright
23 protected. And they would have an application
24 packet that's probably 25, 30 pages long. So I
25 would have to give the packet to the officer, have

1 them fill it out. I would have to review the
2 packet. If there was any errors, I would have to
3 get the packet back to them, have them make the
4 changes, turn all of that into the Port.

5 Timesheets. For each individual day that
6 officers work, there is a timesheet. So I would get
7 the timesheets, distribute them to the officers,
8 made sure they filled out the timesheets, sign them,
9 had the correct verbiage, and then take the
10 timesheets and then turn them into -- into whatever
11 movie coordinator was. This was all done on my own
12 time after hours.

13 Q Did the movie people ever complain about
14 you charging them 47.50?

15 A No, sir, because the Highway Patrol was, I
16 think, paying 65 or 75. The only entity that was
17 paying less than us was North Charleston. No. I
18 think North Charleston was the cheapest law
19 enforcement agency that was paying officers. And
20 then it was us. And everybody else was paying more
21 than what we were paying.

22 Q Mr. Brisbon, my final question. I mean, I
23 could sit here for the next three or four hours.
24 But, Mr. Brisbon, did you do anything wrong?

25 A None. Absolutely not.

1 Q Looking at Exhibits No. 1 and 15, did you
2 at any point establish during your event
3 administration, your event coordination,
4 communication, did you move from being on off duty,
5 from being an employee of the City of Charleston to
6 becoming an employer of each of those event venues?

7 A Correct.

8 Q And did they issue checks to you?

9 A Correct.

10 Q Okay. And those checks went to you. City
11 of Charleston had nothing to do with those checks,
12 did they?

13 A None.

14 Q Did you consider yourself to be an
15 independent contractor?

16 A I did.

17 Q And is there any evidence that's been
18 presented -- you sat through all of this testimony
19 of both the City, as well as your witness today. Is
20 there anything that shows that at any point the City
21 had a structured manner of monitoring, auditing, and
22 evaluating under Chief Mullen this off-duty program?

23 A None.

24 Q And you heard Mr. Hawkins testify?

25 A Yes, sir.

1 Q That it was only until after he came on,
2 and he had nothing to do or no -- after he came on,
3 that they tried to put some structure to this
4 process?

5 A Correct.

6 Q But I asked Mr. Hawkins very specifically,
7 did he have access to the files in 2018. Did you
8 hear me ask him that?

9 A Yes.

10 Q And I asked him did he have access to any
11 files with you that dealt with anything in 2019.

12 A Yes.

13 Q Do you remember me asking him that?

14 A Yes.

15 Q I also asked him did he see any
16 inconsistencies or any violations committed by you
17 based upon his review of your files?

18 A None.

19 Q And his answer was what, sir?

20 A None. He didn't -- he didn't -- he didn't
21 find or see anything where I had committed any
22 violations.

23 Q Now, we've heard some other things here
24 today about people getting cash for working.

25 A Yes.

1 Q You've never been accused of taking cash,
2 have you, sir?

3 A No, sir.

4 Q Everything you've done has been above
5 board, correct, sir?

6 A Correct.

7 Q What's the problem with taking cash to
8 work an event, aside from it being prohibited by the
9 City policy?

10 A I think it's just for record-keeping.

11 Q Okay. And you heard testimony from the
12 last witness that was here, Mr. Thompson, that said
13 the people who took this cash for working these
14 events, they weren't terminated, were they?

15 A No, sir. Not even the ones that -- that
16 received more than they should have.

17 Q Tell me about Searson. Tell them who
18 Captain Searson is.

19 A Captain Tripp Searson was my -- at one
20 time there were only four captains, and then there
21 were only five captains. And, so, at that
22 particular time, basically, me and Captain Searson
23 managed most of the major -- we managed all of the
24 major events in the City of Charleston. And Captain
25 Searson was also charging administrative hours, but

1 nothing was done to him. Absolutely nothing.

2 Q And nothing was done to him.

3 A Nothing. Matter of fact, Captain Searson
4 had a relationship with Chief Reynolds. Captain and
5 his wife and the chief and his wife would go to
6 concerts together. They would go to movies
7 together. I'd see them standing at concerts. I've
8 seen them sitting in the stands drinking alcohol
9 together. They had a relationship outside of the
10 police department. Whereas, I had no relationship
11 with Chief Reynolds, Chief Mullen, any of the other
12 deputy chiefs or captains in the police department.
13 I had -- it was strictly business and work related.

14 Yet, these other individuals have a
15 personal relationship. You get one captain that was
16 doing -- having administrative hours or fees, or
17 however he was doing it, and nothing was done to
18 him.

19 Matter of fact, Chief Reynolds recommended
20 him for a job at the College of Charleston. College
21 of Charleston did not -- College of Charleston was
22 looking for a chief. They did not go through the
23 formal process. The chief with to them and says,
24 hey, how about try Captain Searson on a 90-day trial
25 basis. And that's how he was hired as the chief.

1 MS. CLEVELAND: Hearsay.

2 HEARING OFFICER: Yeah. Hold on. Let me
3 address this.

4 MR. GIST: Yeah. Okay.

5 HEARING OFFICER: Because, presumably,
6 this is going to -- I know this is the last witness.
7 Ms. Cleveland's objection is hearsay, and I know
8 hearsay has gone unobjected to all day today, and
9 we've listened to it. But it is, in fact, hearsay,
10 and maybe beyond that. And I know there was some
11 testimony about, you know, different ranks are held
12 to different -- different standards, and we kind of
13 went down that road.

14 Ultimately, my decision is going to be
15 based on the issue of misrepresentation, not whether
16 anyone has been treated differently than
17 Mr. Brisbon. The decision is made on the basis of
18 whether we have a factual basis for
19 misrepresentation or not.

20 And, so, ultimately, those lines of
21 questioning, I just don't see how they're going to
22 be relevant for the issue at hand.

23 The scope of these hearings, as I stated
24 at the beginning, is -- is very narrow. And, again,
25 we've consistently gone outside of that. And I feel

1 like we're doing that yet again.

2 MR. GIST: Okay. Again, I want -- I want
3 to say, with all due respect, that policy applies to
4 everyone. That's been established. And for him to
5 say the policy that was applied to his colleague,
6 same rank, similar situation, is completely
7 different than him.

8 My position on that is -- and he's
9 testified to that, is that -- and my question to him
10 was, have you done anything wrong, sir.

11 HEARING OFFICER: Well, again, let me --
12 before we go -- again, before we go down this line,
13 I understand that that is an issue that came up that
14 policy applies to everyone. Mr. Brisbon has already
15 testified at length to the fact that he was given an
16 exception to the policy.

17 So, again, I don't see how testimony
18 concerning how other people might have been treated
19 in this context, I don't see how that's relevant to
20 the issue of misrepresentation.

21 MR. GIST: They brought up these other
22 officers.

23 HEARING OFFICER: Right. I -- I agree.

24 MR. GIST: They opened the door for that,
25 sir. They brought up -- we never had any direct

1 knowledge of these officers accepting cash. She
2 brought that up. She opened the door.

3 HEARING OFFICER: Okay.

4 MR. GIST: Showed that there were
5 deviations and there were disciplinary actions that
6 were different. I'm only trying to get him to
7 establish that not only was there differences as it
8 related to cash, but differences also, which is the
9 heart of this --

10 HEARING OFFICER: And I think he's
11 testified to that.

12 MR. GIST: That's fine, sir. Thank you.

13 HEARING OFFICER: Go ahead.

14 MR. GIST: I have no further -- no further
15 questions of you.

16 MS. CLEVELAND: I do have a few. I'm
17 going to see if I can whittle this down a little
18 bit.

19 - - - - -

20 EXAMINATION

21 BY MS. CLEVELAND:

22 Q Captain Brisbon, were you required to
23 administer any policy -- I mean any -- any work
24 project?

25 A Was I required to do what?

1 Q To administer any particular work project.

2 A How you mean administer?

3 Q Instead of taking on as the administering
4 officer, couldn't you have just worked off-duty
5 jobs?

6 A No, because, initially, especially with
7 the concerts, initially I wanted to give it up. No
8 other captain in the police department wanted to do
9 it. And Chief Mullen said because I was the patrol
10 division commander for team 5, it's my
11 responsibility.

12 Q When did Chief Mullen say this? Did he
13 say it in writing?

14 A No. He told me in person. And that's the
15 type of person he was. When -- when things he don't
16 want written, he tell you in person. Because --
17 because he didn't want a paper trail. You asked me.

18 Q I did ask you.

19 A Okay.

20 Q You don't like Chief Mullen very much, do
21 you?

22 A I -- I wouldn't say that I don't like him.
23 I would say that his management style, if it's
24 consistent, then I have no problem with it. I have
25 no problem with anyone who's a chief of police or

1 any position who has a position and takes that
2 position with everyone. It seems that I was treated
3 differently.

4 Q I'd like you to take a look at the
5 exhibit, I'm sorry, I can't see the number, but it's
6 to your far left. Yes, that one.

7 A No. 9?

8 Q Yes. The document that you say has been
9 altered.

10 A Yes.

11 Q How -- how -- tell me every way in which
12 you believe that document has been altered.

13 A One, as I stated, when I first made
14 contact with Ms. Linda McCormick, I told her,
15 Chief Mullen has told me I cannot manage off-duty
16 jobs on City time. I have to do it on my time.
17 Therefore, I will assign you one administrative
18 hour, one hour, which was \$25, to hire officers for
19 this job. And the document that should have been
20 from January to July shows that \$25 payment. I
21 never told Linda McCormick that there was a \$150
22 coordinating fee. Never, ever told her that.

23 Q And when you saw this allegedly altered
24 document, you said it had a first page on it that
25 had the earlier months?

1 A It started from January or February.

2 Q Okay.

3 A So this document has been moved up, cut,
4 paste, however you want to term it, it's not the
5 same document.

6 Q But these pages were there behind the
7 first page. You saw these two pages. You just saw
8 another page on top of it; is that correct?

9 A I want to say, no. The -- just like how
10 this full sheet -- or this sheet here started from
11 February and went to June, the other one went from
12 January through December. So it's not like a page
13 was lost. Page wasn't lost. Someone altered and
14 cut the document, because as shown here, the invoice
15 was from January of 2018 through June of 2019. So
16 it's not like a page was missing. This was -- that
17 was -- it's not like it was three pages or somebody
18 lost a page, because it had -- because not many --
19 like I said, it just went from January to however
20 long, and then...

21 Q But the back pages, for these months that
22 you saw initially, showed you receiving \$150
23 coordination fee during that --

24 A And I did not receive this until -- I
25 never saw this document until I was brought in to

1 Captain Cretella -- at the time
2 Lieutenant Cretella's office for the interview. I
3 never charged Linda McCormick \$150 monthly fee. So
4 this is -- this is incorrect.

5 Q All right. In the initial -- that
6 doctored, allegedly doctored document that you saw,
7 in the pages that are here that you did see, did
8 those pages show you getting a monthly coordination
9 fee of \$150, in the -- in the one you were shown at
10 your interviews, the first one, the one that you say
11 isn't in here anymore?

12 A I don't remember looking at monthly
13 coordination fee. He showed it to me. And, again,
14 my attention was drawn to the fact to prove to the
15 point that I did not agree or did not authorize or I
16 did not tell her that I was charging her \$150 a
17 month coordinating fee. I never had that discussion
18 with her. I never told her that. I told her that I
19 was charging one hour, \$25, to hire officers.
20 Now --

21 Q Again, what I'm trying to get to is, the
22 document you were shown that day, did it show any
23 month in which you were getting \$150 monthly
24 coordination fee?

25 A Again, because that document was altered,

1 I don't know what was altered on this one. So I
2 can't -- I can't say explicitly.

3 Q How do you know it's different if you
4 can't remember what the first one said?

5 A The other one started in January, just
6 like Ms. McCormick has it in this e-mail.

7 Q And how far did it go?

8 A It went from, again, January of 2018 to
9 June of 2019.

10 Q Okay. So in the dates that you had,
11 what -- did any of them show in any of that period
12 that you were receiving \$150 monthly coordination
13 fee?

14 A This --

15 Q No. In the one you saw, that document
16 that is allegedly missing. Did it show you getting
17 \$150 monthly coordination fees in any month?

18 A It could have. I'm not 100 percent sure.

19 Q And Exhibit 16, if you'll look at page 7,
20 and this is where you -- and it actually starts at
21 the bottom of 6, I guess. This is where you and
22 Sergeant Mixon are discussing that document he's
23 actually -- you say you saw that day.

24 A Okay.

25 Q And page 6six line 24, it says, Okay.

1 Right now, according to this invoice, they're paying
2 you a monthly fee of \$150 almost, even more than
3 that, to be honest with you, because this runs
4 from -- the invoices are a little different, because
5 we have the month of --

6 And then you, Captain Brisbon, jump in.
7 Yeah, because according to that, I only worked four
8 and they billed for six. So that must be, again,
9 the same thing here.

10 Sergeant Mixon says, so for like every
11 four, one, two three, four events, whatever they
12 have, they're actually doing it monthly, and they're
13 saying this bill is for the month of February, \$150.
14 Month of March, \$150. Month of April, \$150.

15 So does that help you remember that you
16 were told very early on with that document that you
17 say is missing --

18 A Okay.

19 Q -- that they were charging -- they were
20 paying you \$150 a month --

21 A Okay.

22 Q -- for coordination fee?

23 A Okay.

24 Q Does it?

25 A Yes. Yeah.

1 Q Okay. Having had your memory refreshed on
2 that, what did you do with that \$150 a month when
3 you got it?

4 A Deposited it into my bank account.

5 Q Okay. This is what's been marked as
6 Exhibit 2.

7 A Okay.

8 Q It's an e-mail between you and someone
9 named Riley. I'm sorry. Is Riley male or female?

10 A She's female.

11 Q And tell me in what context that e-mail
12 arose.

13 A Riley was a clerk and did not understand
14 the process of -- of the fee structure or whatever
15 that was being paid. The manager, who was her boss,
16 said that she had no authorization to question me.
17 And, again, because she saw the difference
18 between -- she thought everybody was paid the same.
19 And, clearly, in the policy, there is a differential
20 for supervisor and event commander. She did not
21 know that. So I'm explaining to her that there's a
22 different rate structure between the officer that
23 actually works, any supervisors, and the event
24 commander. And, like I said, the officers in this
25 particular case, were making \$40 an hour. My rate,

1 which should have been \$50 an hour, but I negotiated
2 it down to 7.50, because as the event commander, I
3 get paid \$10 more than the officers that work.

4 Q Okay. So I'm a little bit confused here,
5 because in the second paragraph, you've done a
6 cut-and-paste, correct? It says, here is an
7 excerpt. Please see below. It's from our sworn
8 police manual. The excerpt that you give her, the
9 chief of police will establish a standardized
10 minimum and maximum hourly rate after consultation
11 with those individuals deemed appropriate. The
12 current rate is \$30 per hour and \$35 per hour for
13 the supervisor, if one is required. In the event
14 any authorized non-sworn personnel are used to
15 fulfill a position, the pay rate will be \$25 per
16 hour. Whenever an on-duty job requires an event
17 commander. And that's you, right? You're the event
18 commander?

19 A I'm the event commander.

20 Q Okay. Whenever an on-duty job requires an
21 event commander, the rate will be \$40 per hour. An
22 event commander is a sworn employee with the rank of
23 lieutenant or above. So that's anything above
24 lieutenant, right?

25 A Okay.

1 Q And then sergeant is command personnel
2 working secondary employment but not designated to
3 supervise. The job will be paid the same rate as
4 police officers.

5 Now, this next paragraph, you're back to
6 talking to her. You're not doing cut and paste
7 there; is that correct?

8 A Correct.

9 Q And it says, if you can see, from the
10 highlighted area, the rate for an event commander is
11 \$40. An event commander is required for any event
12 that goes before the City's special event
13 application process. And you explain what that is.
14 To save you some money, I very rarely hire a
15 sergeant at the supervisor rate, which would be \$45.

16 Now, where do you get the \$45, because it
17 doesn't say that here?

18 A Again, for these events that require
19 officers to be there, just like the State Ports
20 Authority, to incentivize officers to sign up for
21 the job, as with any -- many other jobs within the
22 City of Charleston, this 25, 30, and \$35 rate wasn't
23 adhered to. Okay.

24 Q By you.

25 A No. And Captain Cretella can attest to

1 it, because he was the one that brought it up.

2 Q All right.

3 A You brought up the fact of me making way
4 more than other officers on these concerts. In this
5 particular case was, the Hootie and the Blowfish
6 concert was on a Thursday and a Friday. Sertoma --
7 it was on a Friday and a Saturday.

8 Q Correct.

9 A Sertoma, which is on a Thursday and a
10 Friday. So they overlapped. At that point, I can't
11 remember the amount of officers I needed, but at
12 that point, I had only received maybe 13 officers to
13 sign up.

14 Captain Searson had only received
15 13 officers to sign up for Sertoma. Sertoma was
16 also one of those jobs where, some years back,
17 someone got shot and killed at the event. So the
18 option of having officers at these events was not --
19 was not optional. You had to have officers at these
20 events. Nobody was signing up.

21 Captain Searson calls me and says, we have
22 to up the rate, because nobody is signing up. I
23 forgot about it. In my interview, as in the
24 recorded statement, Captain Cretella says, well,
25 Captain Brisbon, wasn't that when Captain Searson

1 called you to say that y'all needed to up the rate
2 in order to attract officers?

3 I go, that's why the rate was increased.

4 Q But that's because you had this weekend
5 where you've got these four or five events going all
6 over each other and you can't get anybody to run it.

7 A And that's -- and that's the case --

8 Q But that wasn't a film. This was films,
9 right? Riley was only about films. So here where
10 you tell her, as the event commander at the rank of
11 captain --

12 A Captain, right.

13 Q -- my rate should actually be \$50.

14 A Because I'm \$10 more than what the officer
15 makes.

16 Q The officer wasn't supposed to be making
17 but 30.

18 A Ma'am, again --

19 Q You didn't adhere to it.

20 A No, ma'am. I -- I adhered to what was
21 established. It was established that in order to
22 attract officers to jobs, you needed to increase the
23 rate when nobody was signing up or for jobs that --
24 of such nature that is imperative for officers to
25 work. The hourly rate is increased. And many

1 officers in the police department did that.

2 Q You misrepresented to her here --

3 A No, I didn't.

4 Q -- that the -- that your rate should be
5 \$50, didn't you?

6 A I did not misrepresent, no.

7 Q But what was your basis for \$50?

8 A Because I was being -- I would be paid \$10
9 more than the officers whose rate was 40. And
10 that -- that is established, that an event commander
11 is paid \$10 more than the officer. And I didn't
12 accept 10. I accepted \$7.50, which is less. So I
13 didn't -- I didn't take more. I took less.

14 Q Exhibit, either 1 or 15, I think they're
15 the same on this, 50.7. It says, the chief of
16 police will establish a standardized minimum and
17 maximum hourly rate after consultation with those
18 individuals deemed appropriate. Once established,
19 this will be the minimum and maximum rate that can
20 be charged by any officer for police-related
21 services. No officer will work for any more or less
22 than the established hour.

23 That's not what you were doing, was it?

24 A I did what Chief Mullen established and
25 what he told me to do.

1 Q And Chief Mullen denies that.

2 A He -- he establish that because of the
3 Ports Authority, with other city officials there and
4 attorneys and everyone, that to incentivize officers
5 to work an event that absolutely required that they
6 be there, that the rate was -- will be increased.
7 That was -- that wasn't -- that wasn't put in
8 policy.

9 Q That was a port meeting, right?

10 A That was a port meeting.

11 Q And that is entirely separate. The port
12 doesn't fall under this policy, correct?

13 A Right.

14 Q And any conversation about the port is
15 entirely different, correct?

16 A No. No, it's not. Because, again, when I
17 went to the chief and told him that you are
18 requiring me to perform duties and tasks on my own
19 time. How do you want me to handle it?

20 He said, you handle it and manage it just
21 like the port.

22 Q Would it be fair to say that we've
23 identified lots of technical violations of the
24 policy as it's written, and your response is, I had
25 permission from Chief Mullen to do differently?

1 A In my conversations with Chief Mullen and
2 then again with Chief Mullen and Suzanne Utnick,
3 that I was authorized to do it. He told me to
4 handle it just like I managed the port.

5 Q And had he not told you that, had he not
6 given you that permission, what you did would not
7 have been okay, correct?

8 A Well, had he told me that, I wouldn't have
9 worked.

10 Q That's what I'm saying. You're telling me
11 that he -- that Chief Mullen told you to handle it
12 like you were managing the port. But if he had not
13 told you that, he had not had that special
14 instruction --

15 MR. GIST: Objection. Objection on the
16 basis of relevancy. And had he not told him,
17 there's no evidence in the record that shows that he
18 didn't tell him. Okay. And my objection is on the
19 basis of relevance. She's primarily attempting to
20 convolute what Chief Mullen told him at the port to
21 say had he not told you that. But the evidence in
22 front of the hearing officer clearly only deals with
23 what's being presented here as to what was done as
24 it relates to what Chief Mullen either told him or
25 didn't tell him. I mean, the bottom line here is

1 that -- that he's --

2 HEARING OFFICER: Well, I think -- I need
3 you to clarify that it was a relevancy objection.

4 MS. CLEVELAND: I can withdraw and restate
5 my question.

6 HEARING OFFICER: Okay.

7 BY MS. CLEVELAND:

8 Q Is your sole defense to all these
9 technical violations of policy that Chief Mullen
10 told you you could?

11 MR. GIST: Object to the form.

12 HEARING OFFICER: Okay. What's the
13 objection?

14 MR. GIST: I do not believe that is his
15 total -- his total defense. He's explained what his
16 total defense is.

17 MS. CLEVELAND: Well, thank you for
18 answering for him. I just asked him if it was.

19 MR. GIST: Okay.

20 MS. CLEVELAND: Do you want to testify? I
21 think you would need to be sworn in.

22 MR. GIST: No. Well, I think you've
23 been -- go ahead, Caroline.

24 BY MS. CLEVELAND:

25 Q Is your -- is it your testimony today that

1 it was Chief Mullen's special exception for you that
2 justified and allowed the actions that you took
3 relating to administering these off-duty jobs?

4 A I administrated -- I handled and managed
5 off-duty jobs as I was instructed by Chief Mullen.
6 He told me to manage these other -- these other jobs
7 the same way I managed the port.

8 Q Okay. And the way he told you to do it is
9 different than what the language of the policy says;
10 is that correct? He says paid this much, when the
11 policy says 30 for officers, and you're paying 40 in
12 films.

13 A The policy, again, stated that, but,
14 again, the policy doesn't state that -- the increase
15 for the port.

16 Q The policy doesn't apply to the port;
17 isn't that correct?

18 A I'm not sure.

19 Q Okay. Again, you've been very clear that
20 you handled these jobs the way that police --
21 Police Chief Mullen told you to, but for that
22 instruction for him, the things that you did like
23 charging 47.50 would have been a violation of the
24 written policy, the way it's written, not the way he
25 told you; is that correct?

1 A No.

2 Q Well, if the policy says you can't work
3 for anything but the established rate and you've
4 just testified that you were working for a higher
5 rate, how would that have been allowed if
6 Chief Mullen hadn't told you to do it differently?

7 A Chief Mullen told me explicitly, handle
8 these other off-duty jobs just like how you handle
9 the port.

10 Q Which, again, was differently than what
11 the policy language said to do, correct?

12 A For what's written in the policy?

13 Q Correct.

14 A Yes.

15 MS. CLEVELAND: Thank you. That's what I
16 needed to establish.

17 And thank you for your time, and I
18 appreciate your attention.

19 MR. GIST: Just re-direct.

20 BY MR. GIST:

21 Q She asked you about the policy.

22 A Correct.

23 Q Okay. But she's only given you a bit and
24 piece of the policy.

25 A Correct.

1 Q Again, does the policy give you, starting
2 with, additionally, payment arrangement, collection
3 and terms that are associated with such matters,
4 those matters are the events.

5 A Correct.

6 Q Are the responsibility --

7 A Correct.

8 Q -- of the officer --

9 A Correct.

10 Q -- that would be you.

11 A Correct.

12 Q Employed by the employer.

13 A Correct.

14 Q And not the department.

15 A Correct.

16 Q Did you write Policy Order Number 50?

17 A No.

18 Q Exhibit No. 1 and Exhibit No. 15, did you
19 author that policy?

20 A No.

21 Q Is this the order that was actually handed
22 down first in 2008? Was Ruben Greenberg the chief?

23 A I think he left in 2007.

24 Q So was Mullen the chief in 2008?

25 A I think he was.

1 Q Who was the chief in 2010?

2 A Mullen.

3 Q Okay. Exhibit No. 15, who was the chief?

4 A Mullen.

5 Q Does this language in Exhibit No. 15 and
6 Exhibit No. 1, is it the same language with respect
7 that you had the ability to make payment
8 arrangements with whomever it was that was your
9 employer?

10 A Correct.

11 Q Now, let's go to this lady, Riley. Have
12 you seen any evidence in Exhibit No. 2 from -- from
13 your -- from your e-mail on March 14th of 2019, to
14 Redskin 357, is that Riley?

15 A That's me. I'm Redskin 357.

16 Q Okay. So what -- good afternoon, Riley.
17 Who are you writing this e-mail to?

18 A I'm responding to Riley.

19 Q You're responding to Riley.

20 A Right.

21 Q Did Riley ever file a complaint with the
22 Office of Internal Affairs against you?

23 A No. As a matter of fact, the manager of
24 the movie industry, of this particular movie,
25 dressed her down and told her that that's not

1 something that -- that was a part of her duties. He
2 admonished her. He admonished her.

3 MS. CLEVELAND: Hearsay.

4 BY MR. GIST:

5 Q So all of this about whether or not you
6 had the right to increase the hour to \$50 and reduce
7 it to 40 -- to reduce it to 47.50, does this section
8 of Exhibit No. 1 and 15, give you -- it's written,
9 additionally, payment arrangements.

10 A It says in policy, and I made the
11 arrangements.

12 Q You made the arrangements.

13 A Yeah.

14 Q Between you and the employer.

15 A Correct.

16 Q Outside of any other evidence that they
17 presented here today, have you seen any other
18 complaints by the movie industry against you?

19 A No.

20 Q Anybody else made any complaints against
21 you?

22 A No one.

23 Q And outside of this lady at the Bennett
24 House -- did she really actually complain against
25 you, or was she really just trying to say at the

1 current time, that the new chief had a different
2 policy?

3 A She never complained to me. Her actions
4 does not reflect our discussion. So, again, I never
5 told her that I was charging her \$150 a month
6 coordination fee. Never happened.

7 Q She asked you, meaning Ms. Cleveland, did
8 you ever misrepresent.

9 A No.

10 Q Which is the crux of this hearing.

11 A Correct.

12 Q Did you ever misrepresent anything to any
13 of these people about hourly rates, about fees?

14 A No.

15 Q And is it not true that if you made
16 payment arrangements -- did you yourself -- did you
17 yourself actually bring forward information to SLED
18 to show that you were on the up and up?

19 A Yes, sir. Yes, sir. I never have
20 invoiced the Thomas Bennett House, never did. Never
21 instructed her to pay me -- to pay \$150 a month. My
22 explicit explanation to her was that for one hour,
23 one administrative hour, to hire officers to work
24 the job, and that if she did not want to -- to -- if
25 she did not want that agreement, that the City of

1 Charleston has another mechanism where her jobs
2 would be posted on its website. And she said that
3 did not want to do that, because there was no
4 accountability to make sure that officers would show
5 up for the job. Because she was under a court order
6 by the City of Charleston that mandated that she had
7 to have an officer, and that if she -- if she used
8 the other option of just putting it on the board and
9 no one was showing up, she would be in violation of
10 the court order for the City of Charleston. So she
11 said, I do not want to use that automated system. I
12 want somebody that I can contact myself. And --
13 and --

14 Q I want to ask you one question. You've
15 sat here today.

16 A Yes, sir.

17 Q You heard -- you heard Captain Hawkins,
18 who took -- takes over this division right after
19 you -- you're put out of it. Did Hawkins say he saw
20 any evidence of misconduct on your part?

21 A No, sir.

22 Q Did Hawkins say anything about him seeing
23 evidence of your misrepresentation?

24 A No, sir.

25 Q Did Hawkins speak to your integrity?

1 A Yes, sir.

2 Q Did he speak to your honesty?

3 A Yes, sir.

4 Q When you say somebody is misrepresented,
5 is there anything in here from these documents that
6 have been presented by the City of Charleston --
7 does Linda say you misrepresented those fees to her?

8 A No, sir. Linda -- I told Linda that I was
9 under instructions from the City of -- from -- from
10 Chief Mullen to manage off-duty on my time.

11 Q I just -- I just want you to answer my
12 questions. On Ms. Linda McCormick --

13 A Okay.

14 Q -- does Ms. McCormick in Exhibit No. 10
15 say anything about you misrepresenting or lying to
16 her?

17 A No.

18 Q Exhibit No. 10 just -- just a question by
19 Ms. McCormick about whether or not the policy still
20 exists that you can charge an administrative fee.

21 A Correct.

22 Q She never says in her e-mail to Lee Mixon,
23 this man lied to me. He's been taking my money.

24 A No.

25 Q You've been taking my money from

1 January of 2018 all the way up through
2 December of 2019.

3 A Correct.

4 Q Does the document say that?

5 A No.

6 Q Where is the evidence of
7 misrepresentation?

8 A (No verbal response.)

9 MR. GIST: No further questions.

10 HEARING OFFICER: Thank you.

11 Ms. Cleveland, anything further?

12 BY MS. CLEVELAND:

13 Q Did you keep the money?

14 A Again, I did not know I was receiving the
15 money. When -- when it was happening, I did not
16 know.

17 Q In the interview when they brought it up
18 to you, didn't they ask you if you would be willing
19 to pay it back?

20 A Again, there were many times when I looked
21 for officers. There -- there was the reason --
22 rhyme or reason, that I wanted to work every Friday.

23 Q I'm sorry. My question was, the 150
24 monthly fee, when they showed you -- finally in
25 December, showed you the document and showed you

1 that you had actually received the fee, but you said
2 you hadn't authorized or agree to, they asked you if
3 you would be willing to pay it back. What did you
4 say?

5 A I said no, because, to me, that would have
6 shown an admission of guilt, and I had done nothing
7 wrong.

8 MS. CLEVELAND: Thank you.

9 BY MR. GIST:

10 Q Did the department, the City of
11 Charleston, internal police department, Internal
12 Affairs, ever charge you with fraudulently
13 converting the money of the Thomas Bennett House?

14 A (No verbal response.)

15 Q Did the City ever charge you criminally
16 with fraudulent conversion --

17 A No.

18 Q -- of this money from the Thomas Bennett
19 House?

20 A No.

21 Q Did the Thomas Bennett House people ever
22 ask you directly whether or not you needed to
23 reimburse somebody?

24 A Thomas Bennett House, no. That came from
25 the City of Charleston.

1 Q Who was your employer with respect to the
2 money, the Thomas Bennett House or the Internal
3 Affairs Department?

4 A Thomas Bennett House.

5 MR. GIST: No further questions.

6 HEARING OFFICER: Ms. Cleveland, anything
7 further?

8 BY MS. CLEVELAND:

9 Q Talking about who your employer was, you
10 talked about the movie industry much more currently
11 than these events happened. Are you still working
12 for the movie industry?

13 A I have -- I have joined the Teamsters
14 Union.

15 Q And is that working for the filmmakers?

16 A Yes.

17 MS. CLEVELAND: All right. That's it.

18 BY MR. GIST:

19 Q And if you're still working for the film
20 industry, has anybody, to include this lady, Riley,
21 objected to you now being employed and working
22 directly with them.

23 A No.

24 MR. GIST: No further questions.

25 HEARING OFFICER: All right. Mr. Gist,

1 will there be any additional witnesses?

2 MR. GIST: No, sir. I have no further
3 witnesses.

4 HEARING OFFICER: Okay. So that will give
5 us an opportunity then to move on to closing
6 arguments from the -- the two sides. Let's take a
7 five-minute break.

8 (A short break transpired.)

9 HEARING OFFICER: With no additional
10 witnesses to call, are there any motions to take up
11 before we move on to closing?

12 MR. GIST: No, not on our part, sir.

13 HEARING OFFICER: Okay. As I indicated at
14 the beginning of the hearing, the order in which we
15 conduct closing is with the Department going first
16 and the officer having the final closing argument in
17 the case.

18 Ms. Cleveland, take as much time as you
19 need to prepare, but whenever you're ready.

20 MS. CLEVELAND: I'm -- I'm going to be
21 real fast.

22 HEARING OFFICER: Okay.

23 MS. CLEVELAND: You asked about
24 misrepresentation, and that is the issue here. I
25 think that we can point to the Riley e-mail, the

1 film industry e-mail, where Captain Brisbon quotes
2 the policy, shows event commander is \$40 an hour,
3 and commander means lieutenant and up, and then goes
4 on to tell her without that he's event commander and
5 rate of captain should be 50. I believe that is a
6 representation this Riley person.

7 We heard Captain Cretella, that he and
8 Sergeant Mixon heard from Linda McCormick, got
9 information from her, that Captain Brisbon
10 represented to her that the City required her to pay
11 an administrative fee. When, in fact, we've seen
12 the policies that showed that even
13 Lieutenant Hawkins' special events position was
14 established, the Office of Professional Standards
15 would do the same thing for free without charge.

16 And these are the things the City had
17 before when it was doing its investigation. This is
18 what it was looking at. These are the things that
19 it asked Captain Brisbon to address. And when he
20 was asked to address these things, Captain Brisbon
21 didn't say, oh, no, look. This is the policy. It
22 says I can do that. He admitted the policy language
23 as it was written didn't let him do that. His --
24 his line time after time after time through these
25 four interviews was, well, Chief Mullen told me I

1 could.

2 The problem there is that Chief Mullen
3 says quite adamantly, I most certainly did not. If
4 he's talking about the port, he's right, because
5 that was different. There was a memorandum of
6 understanding and -- and that was what he was
7 supposed to be doing. But the port did not fall
8 under this policy. And as for other jobs, they did
9 not fall under the port. And, no, he was not
10 authorized.

11 So if we have no authorization from
12 Chief Mullen, and we -- the policies themselves say
13 he should have been doing different, there's not a
14 lot of room for -- for a different conclusion.

15 Employers, police departments or
16 otherwise, are not -- when they're looking at civil
17 employment questions, it's not beyond a reasonable
18 doubt. It's, what is the most -- most probable
19 cause, the most likely outcome here. And all of the
20 evidence points to the fact that Captain Brisbon was
21 playing outside the lines with his off-duty jobs.

22 During his grievance, he was asked how
23 much he made on off-duty jobs, and he didn't know.
24 He said I can't speculate. He couldn't answer per
25 year whether it was more or less than \$100,000.

1 So the City didn't -- and he didn't keep
2 records. Tony -- I'm sorry -- Captain Cretella
3 testified earlier that they asked him about records
4 for the film industry, and he didn't have any. He
5 didn't keep any. He was charging money to keep
6 records and run this job, but he didn't have any
7 records to show what he paid.

8 With the evidence before the City at the
9 time, I think the only reasonable conclusion was
10 that he had violated this policy and that he had
11 charged fees to the citizens that he did not have
12 authorization to charge.

13 And, you know, there's a lot of details,
14 and we get all in the weeds, but I think at the end
15 of the day, that's what we're really talking about,
16 and I think that's clear with his record.

17 And I think that's all I need to say.

18 HEARING OFFICER: All right. Thank you,
19 Ms. Cleveland.

20 Mr. Gist, whenever you are prepared.

21 MR. GIST: I'm prepared.

22 I just want to specifically address the
23 issue of misrepresentation and -- which goes to the
24 heart of the misconduct. I do believe that ever bit
25 of evidence that's been presented -- the burden

1 rests with the City, as you said at the beginning of
2 this process.

3 They have the burden of proving that he
4 committed misconduct. I believe they have failed in
5 carrying that burden here today. They failed
6 miserably in carrying that burden here today.
7 There's a couple reasons they failed miserably in
8 carrying that burden.

9 They are attempting to use documents
10 primarily that says that Captain Brisbon lied to
11 Ms. Riley. There's no evidence in this document --
12 the document speaks for itself. It's a conversation
13 between he and Ms. Riley as to whether or not the
14 document in and of itself is a misrepresentation.

15 It is clear, again, that Exhibit 1 -- and
16 we've beat this horse to death today -- that
17 Exhibit 1 and Exhibit 15, that he has the right to
18 make contractual arrangements with his employer,
19 which was the -- the movie industry at that time, on
20 any fee that he could set that was going to be
21 commensurate with what he thought was going to be
22 the going rate for -- for -- for actually providing
23 this off-duty service.

24 The other thing that Ms. Cleveland
25 presents here at the end on -- on cross, okay, cross

1 on top of cross. She presents, the movie industry
2 hired him. He works for them today. So if there
3 was an error or misrepresentation, why is he working
4 with them today. They clearly vetted him when they
5 did his application. In addition to that, they have
6 the right to make a decision, even though he works
7 for the Teamsters Union.

8 One of the aspects of working for a union
9 and being certified to go to work for a unionized
10 industry, which is the United Moviemakers and
11 Theater-makers Association, is that they must do a
12 background on him. They vetted him. They were
13 aware of the fact that he had previous work with
14 them. They were so impressed with him that they
15 hired him to work with them now as an independent
16 contractor, which is what he really was doing when
17 he was working for the City of Charleston. Part
18 one.

19 Secondly, there's no evidence and nothing
20 has been presented in the record from Ms. Riley that
21 he ever misrepresented anything to her. There's no
22 representation from Ms. Bennett of
23 misrepresentation. No complaints.

24 What the investigators did in this case is
25 collect what they considered to be information

1 involving his relationship as an independent
2 contractor with these vendors to determine, well, he
3 didn't stay within the policy of the department.

4 That all would be very, very compelling if
5 not for -- if not for the Order Number 50 that says,
6 additionally -- additionally, the officer, that
7 officer could be a patrolman. That officer could be
8 a captain or a lieutenant, or it could even be the
9 deputy chief or the chief.

10 At no instance does that document and that
11 provision says that he is prohibited -- matter of
12 fact, it encourages him. It speaks affirmatively as
13 a contract. Affirmatively, it says, he can -- it's
14 his responsibility to set up his level of
15 compensation. It says he can establish in his own
16 independent contractual relationship.

17 And it goes even further, mandatorily.
18 Mandatory language in the contract says, it is not
19 the department's responsibility. Your
20 responsibility and not the department. Take it on
21 its face.

22 If you look at the order number 50, it --
23 it has moving pieces. One, it does set hours. Two,
24 it does set out who can work. Three, it does say
25 you cannot do it while you're on duty.

1 His testimony has been consistent
2 throughout the process, that he's adhered to order
3 number 50.

4 But the most significant policy that's not
5 put in there by Captain Brisbon or any of these
6 officers, you can set your own commensurate salary
7 and negotiation rates with these event planners.
8 They are your -- and it goes even further. They are
9 your employer, not the City of Charleston. Your
10 employer.

11 He's testified truthfully that he even
12 brought information to the investigators and to
13 SLED. Your employer. None of his employers have
14 fired him. None of his employers have provided any
15 documentation before this hearing officer that shows
16 that he actually misrepresented himself in front of
17 those employers.

18 Misrepresentation says he lied. There's
19 nothing here -- they don't say he lied. There's
20 nothing here that says he did anything overtly.

21 And it also goes to another point. It
22 says willful. Willfully. Listen to
23 Officer Hawkins -- or Captain Hawkins, who takes
24 over the operation. And Officer Hawkins testified
25 that everything was a mess under Mullen. That he

1 was charged by Reynolds with coming in and actually
2 doing the cleanup, that they all were basically
3 setting their own rates of employment.

4 He even talks about egregious issues of
5 officers accepting cash, and nothing happened to
6 them. Nobody filed an issue of misconduct involving
7 those officers. How you let police officers accept
8 cash from a vendor. We don't know whether they
9 accepted \$25 or whether they accepted 2500. Isn't
10 there a reason in the document that says no cash.

11 Because aside from having and doing
12 security for these private events, those events are
13 still subject to the laws of the State of
14 South Carolina and the United States of America.

15 What if the event planner was hosting that
16 event and at same time selling drugs inside of the
17 event, to the patrons of the event, or alcohol to
18 underage minors.

19 The end of the day, how do we know an
20 officer accepting cash is not on -- God forbid, is
21 not on the take with the event planner to do that.

22 Why were these men accepting cash. They
23 brought that up, because they're trying to
24 convolute. But in doing that, they -- they really
25 deem a death blow to their own case. If they're

1 accepting cash, that's a much more egregious
2 violation than this man charging what he concludes
3 was a fee that -- that his -- that the vendors
4 didn't object to.

5 He did nothing inappropriate. He followed
6 the policy. He followed order number 50 to the
7 letter. To the letter. He negotiated different
8 rates of pay with his employer that had nothing to
9 do -- because the City of Charleston abdicated --
10 abdicated its authority to prohibit him from
11 primarily setting the rate that he was going to
12 charge or work for his employers.

13 It's a strict contractor employer
14 relationship all day long. The City put it in place
15 to allow the employees to be able to go out and
16 enter into these independent contracts. He did
17 that. Nobody on the record ever says in any of
18 these documents that's been presented, and that's
19 where their burden fails, that nobody says that he
20 misrepresented or lied to them.

21 If he lied to the movie industry, why is
22 he working with the movie industry. If he lied to
23 the Thomas Bennett House -- that lady was only
24 trying to say, under the new administration, do I
25 still have to go into this arrangement with him.

1 She could have easily told him, I'm not going to pay
2 you a nickel, because she was his employer. She had
3 all power in her hands to say, I'm not going to pay
4 you no more administrative fee.

5 But what really was going on here is that
6 there was this so-called coaxing by these
7 investigators to get her to sign an unsworn
8 affidavit. Police officers who don't know the
9 rudiments of the rules of evidence. Not just rank
10 and file patrol officers. But I'm talking about
11 police officers who are sworn to a duty. If you're
12 collecting evidence and information from a witness
13 on an affidavit, get the affidavit sworn. That's
14 why I objected to it.

15 At the end of the day, there's nothing
16 compelling in this presentation that shows that they
17 have met their burden that he committed
18 misrepresentation.

19 Now, do they want to fire him? Do they
20 want to fire him for this? Outside the purview
21 of -- jurisdictionally of this hearing, those
22 matters are being addressed. But I don't think
23 those matters have anything to do with what's in
24 front of this -- this -- this hearing officer. No
25 evidence of misrepresentation.

1 Thank you, sir.

2 HEARING OFFICER: All right. Thank you.

3 Thank y'all for your time today. That
4 will conclude today's hearing.

5 (The hearing concluded at
6 approximately 4:33 p.m.)

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CERTIFICATE

Be it known that the foregoing proceeding
was taken by Robin Dunn;

That I was then and there a notary public in
and for the State of South Carolina-at-Large;

That the witness was by me first duly sworn
to testify the truth, the whole truth, and nothing
but the truth, concerning the matter in controversy
aforesaid;

The foregoing transcript represents a true,
accurate and complete transcription of the testimony
so given at the time and place aforesaid to the best
of my skill and ability;

That I am not related to nor an employee of
any of the parties hereto, nor a relative or
employee of any attorney or counsel employed by the
parties hereto, nor interested in the outcome of
this action.

Witness my hand and seal this 14th day of
March 2023.


Robin Dunn

Notary Public for South Carolina
My Commission Expires: February 16, 2033



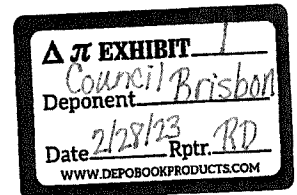
South Carolina Criminal Justice Academy

February 18, 2020

Andrew J. Savage III, Esquire
As Attorney for George Brisbon
15 Prioleau Street
Charleston, SC 29401

2020-CJA-02-08

Via Electronic Mail to andy@savlaw.com



RE: Allegation of certification misconduct and right to contested case hearing

Dear Mr. Savage:

The Charleston Police Department has filed an allegation of certification misconduct against your client, George Brisbon. Specifically, misrepresentation of employment related information. He cannot be employed as a law enforcement officer or as a telecommunications operator; have the authority of a law enforcement officer; perform any duties of a law enforcement officer, including those duties involving the control and direction of member of the public, detainees, or prisoners; or exercise the power of arrest, while this allegation of misconduct is pending.

A person against whom an allegation of misconduct has been received by the academy may request a contested case hearing. The request must be made within three years after receipt of the allegation of misconduct and the service of the allegation on the officer, whichever is later. A person who fails to request a contested case hearing within the time allowed shall be deemed to have waived his right to a contested case hearing. The Law Enforcement Training Council shall proceed to enter a final agency decision to deny the person his law enforcement certification or telecommunications certification for a specified time period, up to a permanent denial. Hearings must be scheduled and conducted expeditiously and efficiently, consistent with the needs and rights of the parties to obtain a fair hearing and a complete record. The academy shall schedule a contested hearing within sixty days of receiving a request for a hearing, however, a continuance may be granted for cause. S.C. Code Section 23-23-150 (D) (emphasis added).

If you wish to dispute the allegations of certification misconduct, you must file the Request for Contested Case Hearing form, which is enclosed. Please note that if you have pending criminal charges, you are not entitled to a hearing until such a time the charges have been adjudicated. Once said charges have been adjudicated, a certified copy of the disposition sheet from the court of jurisdiction must be provided to the Investigator for the Office of General Counsel of the South Carolina Criminal Justice Academy. Once this documentation is provided, examined and confirmed, you will be entitled to a hearing and may submit the provided request form.

Please be advised that you are entitled to have an attorney represent you at this hearing. Should you hire an attorney to represent you, please have the attorney send a notice of appearance to James M. Fennell 5400 Broad River Road, Columbia, South Carolina 29212. If you have any questions or concerns, please do not hesitate to contact Mr. Fennell at 803-896-7722.

Sincerely,

Lewis J. Swindler, Jr.

Lewis J. Swindler, Jr.
Director

I have received the allegation of certification misconduct and my right to a contested case hearing. I acknowledge that I have three (3) years to request a contested case hearing. If I do not request the contested case hearing within three (3) years, I understand that I will have waived my right to having one. Additionally, the Law Enforcement Training Council will proceed to enter a final agency decision, against me, to deny me a law enforcement certification for specified time period, up to permanent denial. Finally, I acknowledge that I cannot be employed as a law enforcement officer or telecommunications operator until this allegation of misconduct is favorably resolved.

Print Name

Signature

Date

Witness

Witness Signature

Date



South Carolina Criminal Justice Academy

Christopher B. Brumlow, Investigator
Office of General Counsel
South Carolina Criminal Justice Academy
5400 Broad River Road
Columbia, South Carolina 29212
cbrumlow@sccja.sc.gov

I, _____, hereby:

☐

Request a Contested Case Hearing

If you are requesting a Contested Case Hearing, please provide the following contact information to assist with prompt scheduling of the hearing and other communications:

Mailing Address: _____

Phone Number: _____ Home/Cell

E-Mail Address: _____

I understand that I am entitled to have an Attorney represent me at the Contested Case Hearing and during all proceedings from this point forward. I further understand that if I hire an Attorney to represent me in these proceedings that Attorney should send written notification of their representation of me to the South Carolina Criminal Justice Academy. Finally, I understand that my request for a contested case hearing must be served on the Academy within three (3) years after receipt of the written notice advising me of my right to a contested case hearing. If I fail to request a contested case, I understand that I will have waived my right to having one. Additionally, the Law Enforcement Training Council will proceed to enter a final agency decision, against me, to deny me a law enforcement certification for specified time period, up to permanent denial.

Respectfully,

Signature

Date

Print Name

Academy ID or Social Security



South Carolina Criminal Justice Academy
Certification-Compliance
PERSONNEL CHANGE IN STATUS REPORT:
NOTIFICATION OF SEPARATION DUE TO MISCONDUCT



This form **MUST** be completed within 15 days of the discovery of any event of misconduct which is determined to be "FOUNDED" by the agency or department. The Misconduct Report Form, Separation Supplement, and all documentation related to the misconduct must be forwarded to the Criminal Justice Academy's Certification Unit.

Reporting Department *

Charleston City Police Dept.



Agency Email *

harvillj@charleston-sc.gov
example@example.com

Agency Phone # *

843 - 720-2437
Area Code Phone Number

Today's Date *

02-13-2020
Date

Date of Separation *

01-21-2020
Date

Officer's Name *

George
First Name

Anthony
Middle Name

Brisbon
Last Name

Academy ID # *

7158-4327
XXXX-XXXX

Certification Type *

Class 1 LE



Officer's Current Home Address *

3910 Egret Pond Court
Street Address

Street Address Line 2

Johns Island

SC

State / Province

29455

Postal / Zip Code

Home Telephone #

843

- 559-9952

Area Code

Phone Number

Separation Action *

Resignation INVOLVING MISCONDUCT as defined in S.C. Code Section 23-23-150 and/or S.C. Code of Re v

Only events which have been substantiated by investigation have been reported above. The facts & information herein are true & accurate to the best of my knowledge. DO NOT ATTACH, OR SUBMIT, ANY ADDITIONAL DOCUMENTS.

Please indicate the nature of the misconduct by selecting the appropriate choice below: *

- ☐ Conviction, plea of guilty, plea of no contest or admission of guilt (regardless of withheld adjudication) to a felony, a crime punishable by a sentence of more than one year (regardless of the sentence actually imposed, if any) crime of moral turpitude in this or any other jurisdiction;
- ☐ Unlawful use of a controlled substance;
- ☐ The repeated use of excessive force in dealing with the public and/or prisoners;
Physical or psychological abuses of members of the public and/or prisoners;
- ☐ Dangerous and/or unsafe practices involving firearms, weapons and/or vehicle which indicated either a willful or wanton disregard for the safety of property;
- ☐ Dangerous and/or unsafe practices involving firearms, weapons and/or vehicle which indicated either a willful or wanton disregard for the safety of persons;
- ☒ Misrepresentation of employment-related information:
Willfully making false, misleading, incomplete, deceitful, or incorrect statements to a law enforcement officer, a law enforcement agency, or a representative of the agency, except when required by departmental policy or by the laws of this State;
- ☐ Willfully making false, misleading, incomplete, deceitful, or incorrect statements to any court of competent jurisdiction, or their staff members, whether under oath or not;
- ☐ Willfully providing false, misleading, incomplete, deceitful, or incorrect information on a document, record report, or form, except when required by departmental policy or by the laws of this State;
- ☐ The falsification of any application for certification and training based upon which the officer was admitted for training;
- ☐ Providing false information to the Criminal Justice Academy;
- ☐ Willful submission of false, misleading, incomplete, deceitful, or incorrect statements to the Criminal Justice Academy, or its representatives

Employing Agency Head (Chief, Sheriff, Director) *

Luther Reynolds

2-13-20

Clear

Date *

02-13-2020

D

Name (Chief, Sheriff, Director) *

Luther

First Name

Middle Name

Reynolds

Last Name

Official Title (Chief, Sheriff, Director) *

Chief of Police

Agency Head Academy ID Number *

4669-6074

XXXX-XXXX

South Carolina Criminal Justice Academy Certification-Compliance

PERSONNEL CHANGE IN STATUS REPORT NOTIFICATION OF SEPARATION DUE TO
MISCONDUCT-PAGE 2

(For any separation involving misconduct as defined in S.C. Code Section 23-23-150, completion
of this form is REQUIRED)

Officer's Name *

George

First Name

Anthony

Middle Name

Brisbon

Last Name

Academy ID # *

7158-4327

XXXXXX

Employing Agency's Contact Person (for more information) *

Sgt.	Joseph		Harvill
Rank	First Name	Middle Name	Last Name

Contact Telephone Number *

643	- 720-2437
Area Code	Phone N

The below information is **REQUIRED** for all separations due to misconduct:

Reason for Separation: (Do not use generic terminology such as conduct unbecoming, failed to meet agency standards, violation of agency operating procedures, etc. Be specific. Detailed information describing act(s) of misconduct is necessary for efficient processing. Attach additional sheets if necessary for full documentation.) **DO NOT TYPE "SEE ATTACHED." USE THIS FORM TO WRITE A DESCRIPTION OF THE ALLEGED MISCONDUCT.**

Type description of the alleged misconduct *

A Charleston Police Department (CPD) administrative investigation was opened on July 31, 2019, involving employee Captain George Brisbon, a Police Officer. While attending a meeting with representatives from the Charleston County School District (CCSD), Chief Luther Reynolds was informed by the Director of Security and Emergency Management, Michael Reidenback, that a CPD supervisor was charging an administrative fee for managing an off-duty security assignment at Sanders Clyde Elementary School.

During the administrative investigation for the CPD supervisor, it was discovered that Captain Brisbon was also involved in the practice of charging an administrative fee for managing off-duty security assignments. Captain Brisbon negotiated a \$25 fee with the Thomas Bennett House to be paid to himself if any other officer besides him worked the off-duty. This fee was for him taking the time to find someone to work the off-duty job at the Thomas Bennett House when he (Brisbon) was unavailable. A review of the financial documentation provided by the Thomas Bennett House shows Captain Brisbon actually received an administrative fee of \$150 per month for managing the off duty assignment. It should be noted that the CPD has an Office of Special Events and Off-Duty Employment, which does the scheduling of off-duty jobs at no cost to the public.

In addition to the administrative fees to the Thomas Bennett House, the investigation revealed that Captain Brisbon was charging multiple duty hours for other off-duty assignments and large scale events that he managed, to include the Film Industry and Volvo Center Concerts. Captain Brisbon attempted to justify these extra hours by stating that Chief Greg Mullen had authorized him to run the large scale events as he did with the Carnival Cruise Ship off-duty contract that the City of Charleston had negotiated several years prior. Chief Mullen adamantly denied authorizing such charges.

On January 15, 2020, CPD held an administrative hearing for Captain Brisbon following the conclusion of the command review process. During the proceeding, the following Departmental charges were identified and sustained as violations:

17.6 Conduct Unbecoming of an Officer

17.9 Integrity

50.9 Off Duty Compensation

Subsequently, the Charleston Police Department recommended termination for Captain Brisbon; however, he appealed the findings to Chief Reynolds. On January 21, 2020, Chief Reynolds upheld the original charges and the recommendation for termination.

Continue if needed:

Criminal Charges Filed *

Yes ☒ NO

Only events which have been substantiated by investigation have been reported above. The facts & information herein are true & accurate to the best of my knowledge. DO NOT ATTACH, OR SUBMIT, ANY ADDITIONAL DOCUMENTS.

Employing Agency Head (Chief, Sheriff, Director) *

Luther Reynolds

2-13-20

Clear

Date *

02-13-2020

Date

Name (Chief, Sheriff, Director) *

Luther

First Name

Reynolds

Last Name

Middle Name

Official Title (Chief, Sheriff, Director) *

Chief of Police

Agency Head Academy ID Number *

4669-6074

XXXX-XXXX

NOTE: A willful failure to report may subject the violator to a civil penalty as provided by law. The report shall be made within fifteen days of the final agency or department action resulting from the internal investigation conducted by the agency or department. No allegation of law enforcement certification misconduct in an original personnel change in status form, amended form, or any other form more than thirty days after the officer's separation from an agency, unless extenuating circumstances exist, as determined by the Council."

Brumlow, Christopher

From: Andrew J. Savage <Andy@savlaw.com>
Sent: Tuesday, February 18, 2020 8:28 AM
To: Brumlow, Christopher
Cc: Danita Kinlow; Heather C. Hill
Subject: Re: Clyde Johnson and George Brisbon Misconduct Allegations

Got it. Thank you.

Sent from my iPhone

On Feb 18, 2020, at 8:21 AM, Brumlow, Christopher <CBrumlow@sccja.sc.gov> wrote:

Good Morning Mr. Savage,

I have attached the misconduct allegations and all corresponding documents for Mr. Johnson and Mr. Brisbon. Please let me know if you have any questions!

Kindest Regards,

Chris

<image003.png>

Christopher B. Brumlow, IAAI-CFI, IAAI-FIT, IAAI-ECT
Investigator, Office of General Counsel
South Carolina Criminal Justice Academy
5400 Broad River Road
Columbia, South Carolina 29212
Office: (803)896-8323

CONFIDENTIALITY NOTICE: This message and any attachments may contain information that is protected from disclosure by federal and/or state law, or is otherwise privileged or confidential. This communication is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or the employee or agent responsible for delivering this message to the recipient, you are hereby notified that any dissemination, distribution, or copying of this message is strictly prohibited and violations of applicable federal and/or state law may subject you to civil and/or criminal penalties.

If you have received this message in error, please notify the sender immediately by reply e-mail and delete this message and any attachments.

<Clyde Johnson.pdf>
<George Brisbon.pdf>

SAVAGE LAW FIRM

15 PRIOLEAU STREET
CHARLESTON, SC 29401
TEL. (843) 720-7470 FAX (843) 720-7478
<http://www.savlaw.com>
Video Conferencing Address: 96.83.158.37

ANDREW J. SAVAGE, III
Certified Criminal Trial Advocate - NBTA

February 14, 2020

VIA EMAIL AND US MAIL

Mr. Lewis J. Swindler, Jr.
Director
South Carolina Criminal Justice Academy
5400 Broad River Road
Columbia, SC 29212-3540

RE: Clients: George Brisbon
Clyde Johnson
Department: City of Charleston Police Department

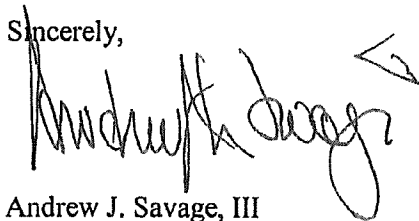
Dear Director Swindler:

Our office is representing George Brisbon and Clyde Johnson, both of whom were recently terminated by the City of Charleston Police Department following an investigation.

Both officers are in the process of appealing their terminations, and upon resolution of those matters, they will request a hearing regarding restoration of their certifications.

With best wishes, I remain

Sincerely,



Andrew J. Savage, III

AJS,III/hch

cc: James Fennell, Esquire, Attorney for SCCJA (via email only)
Mr. George Brisbon (via email only)
Mr. Clyde Johnson (via email only)

GIST LAW FIRM, P.A.

4400 North Main Street
Columbia, South Carolina 29203
Telephone (803) 771-8007
Facsimile (803) 771-0063

ATTORNEYS-AT-LAW
Donald Gist
Erica McCrea

Mailing Address
P.O. Box 30007
Columbia, South Carolina 29230

December 2, 2022

Via Email to cbrumlow@sccja.sc.gov

Dear Mr. Brumlow,

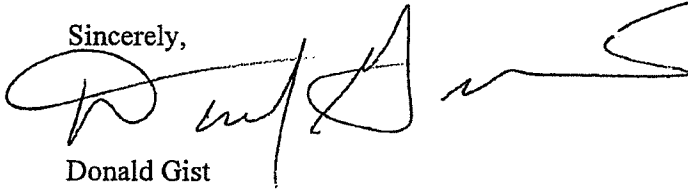
I represent Mr. George A Brisbon, Jr. regarding case number 2020-CJA-02-08.

By way of my December 2, 2022 letter to the Honorable Lewis J. Swindler, Jr and Mr. James M. Fennell, I am notifying you of my client's formal request for a contested hearing.

I am sure upon receipt of this email you will coordinate with Mr. Swindler and Mr. Fennell's offices on this matter.

If you have any questions, I may be reached at (803) 771-8007.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Gist', with a long horizontal flourish extending to the right.

Donald Gist
Attorney at Law

Cc: Erica McCrea, Esq.
Mr. George Brisbon, Jr.

GIST LAW FIRM, P.A.

**4400 North Main Street
Columbia, South Carolina 29203
Telephone (803) 771-8007
Facsimile (803) 771-0063**

**ATTORNEYS-AT-LAW
Donald Gist
Erica McCrea**

**Mailing Address
P.O. Box 30007
Columbia, South Carolina 29230**

December 2, 2022

Honorable Lewis J. Swindler, Jr., Director
Mr. James M. Fennell, Esquire
5400 Broad River Road
Columbia, South Carolina 29212

RE: George Brisbon Jr.
Case No.: 2020-CJA-02-08

Gentlemen,

Please note that I have been retained to represent Mr. George Brisbon, Jr. ex-Captain with the City of Charleston regarding the allegations of misconduct which is now before your agency to determine his certification status. I have done extensive investigation into the allegations which led to the termination of Mr. Brisbon and I represent him in the currently pending litigation, *Brisbon v. The City of Charleston*, in the Ninth Judicial Circuit, Case Number: 2020-CP-10-05157.

I am writing to request a contested case hearing regarding the allegations against my client which you previously noticed to Mr. Andrew J. Savage, Esq., as attorney to Mr. Brisbon on February 18, 2020. I am now counsel for Mr. Brisbon on this additional matter. Let this notice serve as my request for a contested case hearing with your agency in compliance with the 3-year statutory/administrative time limit.

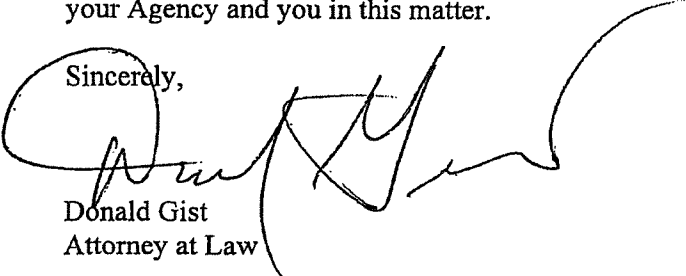
The case in Charleston County, *Brisbon v. City of Charleston*, is ongoing, still in discovery and is revealing everyday my support of my client's claims that at no time did he conduct misconduct while employed in the city of Charleston police department or the State of South Carolina as a certified police officer. Therefore, I am requesting that my notice for a contested hearing tolls the statutory requirement. In addition, I am requesting

the contested hearing be stayed until the pending circuit court lawsuit, which alleges the same issues of misconduct, is concluded.

I will call you as of December 2, 2022 in addition to transmitting this letter. I ask that your General Counsel or Agency inform me of your decision no later than December 16, 2022 to honor my request. In the alternative if my request is not stayed, I am requesting all documents/evidence that has been provided by the City of Charleston or your investigator, Mr. Christopher B. Brumlow to date in anticipation of my having to move forward with the formal contested hearing.

I look forward to your response to my request and look forward to working with your Agency and you in this matter.

Sincerely,



Donald Gist
Attorney at Law

Cc: Erica McCrea, Esq.
Mr. George Brisbon



South Carolina Criminal Justice Academy

Christopher B. Brumlow, Investigator
Office of General Counsel
South Carolina Criminal Justice Academy
5400 Broad River Road
Columbia, South Carolina 29212
cbrumlow@sccja.sc.gov

I, George A. Brusbon, hereby:



Request a Contested Case Hearing

If you are requesting a Contested Case Hearing, please provide the following contact information to assist with prompt scheduling of the hearing and other communications:

Mailing Address: 3910 Egret Pond Court

Johns Island, S.C. 29455

Phone Number: 803-693-1752 Home/Cell

E-Mail Address: Redskin357@gmail.com

I Am Represented by Attorney Donald West
West Law Firm 803-771-8007

I understand that I am entitled to have an Attorney represent me at the Contested Case Hearing and during all proceedings from this point forward. I further understand that if I hire an Attorney to represent me in these proceedings that Attorney should send written notification of their representation of me to the South Carolina Criminal Justice Academy. Finally, I understand that my request for a contested case hearing must be served on the Academy within three (3) years after receipt of the written notice advising me of my right to a contested case hearing. If I fail to request a contested case, I understand that I will have waived my right to having one. Additionally, the Law Enforcement Training Council will proceed to enter a final agency decision, against me, to deny me a law enforcement certification for specified time period, up to permanent denial.

Respectfully,

George A. Brusbon

Signature

George A. Brusbon

Print Name

12-02-2022

Date

249-23-2201

Academy ID or Social Security



South Carolina Criminal Justice Academy
Certification-Compliance
PERSONNEL CHANGE IN STATUS REPORT:
NOTIFICATION OF SEPARATION DUE TO MISCONDUCT



This form **MUST** be completed within 15 days of the discovery of any event of misconduct which is determined to be "FOUNDED" by the agency or department. The Misconduct Report Form, Separation Supplement, and all documentation related to the misconduct must be forwarded to the Criminal Justice Academy's Certification Unit.

Reporting Department *

Charleston City Police Dept.

Agency Email *

harvillj@charleston-sc.gov
example@example.com

Agency Phone # *

843 - 720-2437
Area Code Phone Number

Today's Date *

02-13-2020
Date

Date of Separation *

01-21-2020
Date

Officer's Name *

George	Anthony	Brisbon
First Name	Middle Name	Last Name

Academy ID # *

7158-4327
XXXX-XXXX

Certification Type *

Class 1 LE

Officer's Current Home Address *

3910 Egret Pond Court
Street Address

Street Address Line 2

Johns Island

SC

City

State / Province

29455

Postal / Zip Code

Home Telephone #

843

- 559-9952

Area Code

Phone Number

Separation Action *

Resignation INVOLVING MISCONDUCT as defined in S.C. Code Section 23-23-150 and/or S.C. Code of Re

Only events which have been substantiated by investigation have been reported above. The facts & information herein are true & accurate to the best of my knowledge. DO NOT ATTACH, OR SUBMIT, ANY ADDITIONAL DOCUMENTS.

Please indicate the nature of the misconduct by selecting the appropriate choice below: *

Conviction, plea of guilty, plea of no contest or admission of guilt (regardless of withheld adjudication) to a felony, a crime punishable by a sentence of more than one year (regardless of the sentence actually imposed, if any) crime of moral turpitude in this or any other jurisdiction;

- ☐ Unlawful use of a controlled substance;
- ☐ The repeated use of excessive force in dealing with the public and/or prisoners;
- ☐ Physical or psychological abuses of members of the public and/or prisoners;
- ☐ Dangerous and/or unsafe practices involving firearms, weapons and/or vehicle which indicated either a willful or wanton disregard for the safety of property;
- ☐ Dangerous and/or unsafe practices involving firearms, weapons and/or vehicle which indicated either a willful or wanton disregard for the safety of persons;
- ☒ Misrepresentation of employment-related information:
 - ☐ Willfully making false, misleading, incomplete, deceitful, or incorrect statements to a law enforcement officer, a law enforcement agency, or a representative of the agency, except when required by departmental policy or by the laws of this State;
 - ☐ Willfully making false, misleading, incomplete, deceitful, or incorrect statements to any court of competent jurisdiction, or their staff members, whether under oath or not;
 - ☐ Willfully providing false, misleading, incomplete, deceitful, or incorrect information on a document, record, report, or form, except when required by departmental policy or by the laws of this State;
- ☐ The falsification of any application for certification and training based upon which the officer was admitted for training;
- ☐ Providing false information to the Criminal Justice Academy;
- ☐ Willful submission of false, misleading, incomplete, deceitful, or incorrect statements to the Criminal Justice Academy, or its representatives

Employing Agency Head (Chief, Sheriff, Director) *

Luther Reynolds

2-13-20

Clear

Date *

02-13-2020

D

Name (Chief, Sheriff, Director) *

Luther

First Name

Middle Name

Reynolds

Last Name

Official Title (Chief, Sheriff, Director) *

Chief of Police

Agency Head Academy ID Number *

4669-6074

XXXX-XXXX

South Carolina Criminal Justice Academy

Certification-Compliance

PERSONNEL CHANGE IN STATUS REPORT NOTIFICATION OF SEPARATION DUE TO
MISCONDUCT-PAGE 2

(For any separation involving misconduct as defined in S.C. Code Section 23-23-150, completion
of this form is REQUIRED)

Officer's Name *

George

First Name

Anthony

Middle Name

Brisbon

Last Name

Academy ID # *

7158-4327

XXXXXX

Employing Agency's Contact Person (for more information) *

Sgt.

Joseph

Harvill

Rank

First Name

Middle Name

Last Name

Contact Telephone Number *

643

- 720-2437

Area Code

Phone Number

The below information is **REQUIRED** for all separations due to misconduct:

Reason for Separation: (Do not use generic terminology such as conduct unbecoming, failed to meet agency standards, violation of agency operating procedures, etc. Be specific. Detailed information describing act(s) of misconduct is necessary for efficient processing. Attach additional sheets if necessary for full documentation.) **DO NOT TYPE "SEE ATTACHED."** USE THIS FORM TO WRITE A DESCRIPTION OF THE ALLEGED MISCONDUCT.

Type description of the alleged misconduct *

A Charleston Police Department (CPD) administrative investigation was opened on July 31, 2019, involving employee Captain George Brisbon, a Police Officer. While attending a meeting with representatives from the Charleston County School District (CCSD), Chief Luther Reynolds was informed by the Director of Security and Emergency Management, Michael Reidenback, that a CPD supervisor was charging an administrative fee for managing an off-duty security assignment at Sanders Clyde Elementary School.

During the administrative investigation for the CPD supervisor, it was discovered that Captain Brisbon was also involved in the practice of charging an administrative fee for managing off-duty security assignments. Captain Brisbon negotiated a \$25 fee with the Thomas Bennett House to be paid to himself if any other officer besides him worked the off-duty. This fee was for him taking the time to find someone to work the off-duty job at the Thomas Bennett House when he (Brisbon) was unavailable. A review of the financial documentation provided by the Thomas Bennett House shows Captain Brisbon actually received an administrative fee of \$150 per month for managing the off duty assignment. It should be noted that the CPD has an Office of Special Events and Off-Duty Employment, which does the scheduling of off-duty jobs at no cost to the public.

In addition to the administrative fees to the Thomas Bennett House, the investigation revealed that Captain Brisbon was charging multiple duty hours for other off-duty assignments and large scale events that he managed, to include the Film Industry and Volvo Center Concerts. Captain Brisbon attempted to justify these extra hours by stating that Chief Greg Mullen had authorized him to run the large scale events as he did with the Carnival Cruise Ship off-duty contract that the City of Charleston had negotiated several years prior. Chief Mullen adamantly denied authorizing such charges.

On January 15, 2020, CPD held an administrative hearing for Captain Brisbon following the conclusion of the command review process. During the proceeding, the following Departmental charges were identified and sustained as violations:

17.6 Conduct Unbecoming of an Officer

17.9 Integrity

50.9 Off Duty Compensation

Subsequently, the Charleston Police Department recommended termination for Captain Brisbon; however, he appealed the findings to Chief Reynolds. On January 21, 2020, Chief Reynolds upheld the original charges and the recommendation for termination.

Continue if needed:

Criminal Charges Filed *

Yes ☒ NO

Only events which have been substantiated by investigation have been reported above. The facts & information herein are true & accurate to the best of my knowledge. DO NOT ATTACH, OR SUBMIT, ANY ADDITIONAL DOCUMENTS.

Employing Agency Head (Chief, Sheriff, Director) *

Luther Reynolds

2-13-20

Clear

Date *

02-13-2020

Date

Name (Chief, Sheriff, Director) *

Luther

First Name

Middle Name

Reynolds

Last Name

Official Title (Chief, Sheriff, Director) *

Chief of Police

Agency Head Academy ID Number *

4669-6074

XXXX-XXXX

NOTE: A willful failure to report may subject the violator to a civil penalty as provided by law. The report shall be made within fifteen days of the final agency or department action resulting from the internal investigation conducted by the agency or department. No allegation of law enforcement certification misconduct in an original personnel change in status form, amended form, or any other form more than thirty days after the officer's separation from an agency, unless extenuating circumstances exist, as determined by the Council."



**SOUTH CAROLINA CRIMINAL JUSTICE ACADEMY
NOTICE OF CONTESTED CASE HEARING
VIA CERTIFIED MAIL / RETURN RECEIPT REQUESTED
VIA ELECTRONIC MAIL
shiazatindal.gistlawfirm@gmail.com
revnoldsl@charleston-sc.gov**

TO: Donald Gist, Esquire
As Attorney for George Brisbon
P.O. Box 30007
Columbia, SC 29230

Certified Mail Number: 7021 0950 0001 0809 3018

Luther T. Reynolds, Chief
Charleston Police Department
180 Lockwood Blvd
Charleston, SC 29403

Certified Mail Number: 7021 0950 0001 0809 3025

FROM: South Carolina Law Enforcement Training Council

RE: In the Matter of the Law Enforcement Certification of George Brisbon
LETC Case Number: 2020-CJA-02-08

Please be advised that a contested case hearing, in accordance with the requirements of South Carolina Code Ann. § 23-23-150 (D) and S.C. Code Ann. Regs. 37-101 A, has been scheduled before the attorney hearing officer designated below at the time and place indicated.

HEARING OFFICER: Timothy J. Plunkett
TIME AND DATE: 10:00 a.m. February 28, 2023
LOCATION: 5400 Broad River Road, Columbia, SC 29212

Upon arrival for the hearing, parties and witnesses should report to the Criminal Justice Academy ("Academy") receptionist desk and advise of their presence for a contested case hearing. If a party is unable to be present for the scheduled contested case hearing due to reasons of disability, hospitalization, or other condition affecting the party's physical ability to travel, the party, the party's attorney, or the party's personal designee must immediately notify the hearing officer in writing, either by postal correspondence to the address on this letterhead, or via electronic mail to the address listed for the hearing officer below, to request continuation of the scheduled hearing.

PURPOSE OF CONTESTED CASE HEARING

The purpose of the contested case hearing is to afford an opportunity, in accordance with the above referenced statutory and regulatory provisions, for the officer to contest the proposed withdrawal or denial of the officer's law enforcement certification by the Law Enforcement Training Council ("Council") based upon alleged certification misconduct on the part of the officer that has been reported to Council by the officer's previous employing law enforcement agency and which certification misconduct has been more

South Carolina Criminal Justice Academy
5400 Broad River Road
Columbia, South Carolina 29212

particularly described in the Allegation of Certification Misconduct previously served upon the officer by the Academy.

The law enforcement agency making the allegation of certification misconduct ("Agency") is required by S.C. Code Ann. Regs. 37-103 to prosecute the allegation and, in accordance with S.C. Code Ann. Regs. 37-105 K, will have the burden of proving by "preponderance of the evidence" that the officer has committed the misconduct alleged by the Agency. The hearing will be conducted in accordance with the provisions of S.C. Code Ann. § 1-23-320 and S.C. Code Ann. Regs. 37-105.

Both the officer and the Agency may subpoena witnesses to testify, or to produce evidence, at the contested case hearing. The subpoena form approved by the Council for use in contested case hearings is attached hereto. Both the officer and the Agency may seek enforcement of, or relief from, a subpoena by filing with the South Carolina Administrative Law Court, pursuant to S.C. Code Ann. § 1-23-600 (G). Use of the subpoena by either the officer or the Agency must comply with Rule 45 of the South Carolina Rules of Civil Procedure.

Initial notice of this proceeding has been sent to both parties via certified mail, return receipt requested to the mailing address on file for the officer for the officer, the mailing address on file for the Agency head and/or authorized Agency representative, and via email to the address on file for the officer, Agency head, and/or authorized Agency representative. Any subsequent communication regarding this matter will be handled via email to the email address on file for the officer, Agency head, and/or authorized Agency representative. Should either the mailing address or the email address for the officer, Agency head, or authorized Agency representative differ from that which is listed, both parties are hereby requested to immediately notify the Investigator for the Office of General Counsel of the South Carolina Criminal Justice Academy of this information so as to ensure this information is properly noted, so that all parties receive any and all correspondence related to this case. The Investigator for the Office of General Counsel may be reached at by telephone at (803) 896 8323 or via electronic mail at cbrumlow@sccja.sc.gov.

Both the officer and the agency may be represented at the contested hearing by an attorney retained at the agency's or officer's expense. If either party is represented by an attorney, and the contested hearing was not requested on the officer's behalf by the attorney, the attorney must provide a written notice of appearance to the hearing officer by no later than five (5) days in advance of the scheduled hearing. The notice of appearance may be provided by email to tjplunkett@sccja.sc.gov or cbrumlow@sccja.sc.gov

RESCHEDULING OF THE CONTESTED CASE HEARING

A request for rescheduling of a contested case hearing can only be approved by the assigned hearing officer. The hearing officer may be reached by telephone at (803) 896-7966 or (803) 896-8323 during regular business hours or via email at tjplunkett@sccja.sc.gov or cbrumlow@sccja.sc.gov

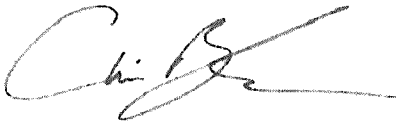
FAILURE TO APPEAR FOR THE CONTESTED CASE HEARING

If a representative of the Agency does not appear at the scheduled contested case hearing and has not requested a continuance of the hearing, a judgment by default will be rendered against the Agency and it will be deemed to have waived its right to present evidence of misconduct against the officer at a contested case hearing. Further, S.C. Code Ann. Regs. 37-103(A) states that "the Agency making the allegation of misconduct shall handle the prosecution of the claim during the contested case hearing as provided below." South Carolina Code Ann. § 23-23-150(B)(2) states: "reported incidences of misconduct shall be prosecuted by the reporting agency before the contested case hearing. The reporting agency shall maintain prosecutorial discretion up to the time of the contested case hearing. If the agency declines to prosecute the allegation or allegations of misconduct, the agency shall provide a written report to the council stating that the case is not being prosecuted."

S.C. Code Ann. § 23-23-100(A) states: "all public law enforcement agencies are required to comply with the provisions of this chapter and the regulations promulgated pursuant to this chapter." Failure to comply with the provisions of this chapter and regulations promulgated pursuant to this chapter may result in a civil penalty not to exceed one thousand dollars per day or other legal remedies as provided pursuant to S.C. Code Ann. § 23-23-100.

If the officer does not appear at the scheduled contested case hearing and has not requested a continuance of the hearing, a judgment by default will be rendered against the officer; the officer will be deemed to have waived the right to present evidence at the contested case hearing, and Council may immediately proceed to a determination as to the appropriate final agency action. If Council determines that the officer has committed certification misconduct, it may impose sanctions, pursuant to S.C. Code Ann. Regs. 37-108. Evidence presented by the hearing officer to Council incident to an officer's failure to appear for the contested case hearing is not required to conform to the South Carolina Rules of Evidence.

FOR THE LAW ENFORCEMENT TRAINING COUNCIL:

A handwritten signature in black ink, appearing to read 'Chris Brumlow', with a stylized flourish at the end.

Christopher B. Brumlow, Investigator
Office of General Counsel
South Carolina Criminal Justice Academy
cbrumlow@sccja.sc.gov

Date: December 7, 2022

STATE OF SOUTH CAROLINA
South Carolina Law Enforcement Training Council

**IN THE MATTER OF THE LAW ENFORCEMENT
CERTIFICATION OF**

) **ADMINISTRATIVE SUBPOENA**
) **LETC Case Number:**
)

TO:

☐ YOU ARE COMMANDED to appear at the place and time specified below to testify in the above case.

PLACE OF TESTIMONY: South Carolina Criminal Justice Academy 5400 Broad River Road Columbia, SC 29212	DATE AND TIME:
--	-----------------------

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below:

DOCUMENTS OR OBJECTS TO BE PRODUCED:	
PLACE OF PRODUCTION:	DATE AND TIME:

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS PROCEEDING IS DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE HEARING OFFICER SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF. THE ORGANIZATION SHALL SET FORTH, FOR EACH PERSON SO DESIGNATED, THE MATTERS ON WHICH THE PERSON WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED SHALL TESTIFY AS TO MATTERS KNOWN, OR REASONABLY AVAILABLE, TO THE ORGANIZATION.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), SCRCP, AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Signature of Person Issuing Subpoena

Date

Printed Name

Address

Telephone

Email

☐ I am an attorney in good standing with the South Carolina Bar representing a party to this proceeding.

____ Attorney for Law Enforcement Agency

____ Attorney for Law Enforcement Officer

SC Bar Number: _____

☐ I am an unrepresented party to this proceeding.

PROOF OF SERVICE

SERVED: Date of Service: Location of Service:	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL: ☐ YES ☐ NO AMOUNT \$
SERVED ON:	MANNER OF SERVICE:
SERVED BY:	TITLE OF SERVER:

DECLARATION OF SERVER

By my signature hereto, I certify that the foregoing information contained in this Proof of Service is true and correct.

Executed this ____ day of _____, 20__

Signature of Server

Address of Server

Rule 45, South Carolina Rules of Civil Procedures, Parts (b), (c), and (d):

(b) Service.

(1) A subpoena may be served by any person who is not a party and is not less than 18 years of age. Service of a subpoena upon a person named therein shall be made in the same manner prescribed for service of a summons and complaint in Rule 4(d) or (j). If the person's attendance is commanded, then that person shall, upon his arrival in accordance with the subpoena, be tendered fees for each day's attendance of \$25.00 and the mileage allowed by law for official travel of State officers and employees from his residence to the location commanded in the subpoena. When the subpoena is issued on behalf of the State of South Carolina or an officer or agency thereof, fees and mileage need not be tendered. Unless otherwise ordered by the court, prior notice in writing of any commanded production of documents and things or inspection of premises before trial shall be served on each party in the manner prescribed by Rule 5(b) at least 10 days before the time specified for compliance.

(2) Subject to the provisions of clause (ii) of subparagraph (c)(3)(A) of this rule, a subpoena may be served at any place within the State. Provided, however, that a subpoena to a person who is not a party or an officer, director or managing agent of a party, commanding attendance at a deposition or production or inspection shall issue from the court for the county in which the non-party resides or is employed or regularly transacts business in person and be served in that county.

(3) Proof of service when necessary shall be made by filing with the clerk of the court by which the subpoena is issued a statement of the date and manner of service and of the names of the persons served, certified by the person who made the service.

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued.

If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

SCCJA Form S1- Revised (2018)

From: [Mulloy, Heather](#)
To: [Plunkett, Timothy J.](#); [Brumlow, Christopher](#)
Cc: [shiazatindal.gistlawfirm@gmail.com](#); [Caroline Cleveland](#); [Mulloy, Heather](#)
Subject: Notice of Agency Representation by Counsel - Contested Case Hearing (George Brisbon 2020-CJA-02-08)
Date: Tuesday, February 14, 2023 11:12:52 AM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)
[George Brisbon \(2020-CJA-02-08\) Notice of Contested Case Hearing.pdf](#)

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Dear Hearing Officer Plunkett and Investigator Brumlow:

Pursuant to S.C. Code Ann. Reg. 37-110(B), and the SCCJA Notice of Contested Case Hearing, I am hereby giving Notice of Representation and Appearance of Counsel on behalf of the Charleston Police Department in the Matter of the Law Enforcement Certification of George Brisbon (LETC Case Number: 2020-CJA-02-08).

The following counsel will be representing and appearing on behalf of the Charleston Police Department in this matter:

Caroline Wrenn Cleveland
CLEVELAND & CONLEY, LLC
One Seventy One Church Street
Suite 310
Charleston, South Carolina 29401

(843)577-9626 - telephone
(843)577-6672 – facsimile

ccleveland@Clevelandlaborlaw.com

Heather Mulloy
Assistant Corporation Counsel
City of Charleston
Office of Corporation Counsel
180 Lockwood Drive
Charleston, SC 29403

(843) 494-3156 – telephone
(843) 965-4120 – facsimile

mulloyh@charleston-sc.gov

Please note that I have copied counsel for George Brisbon, Shiaza Tindal, on this e-mail.

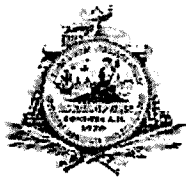
Should there be any other individuals that require a copy of this notice, please let me know, and I will forward the same.

Please let me know whether you require any further information prior to the hearing.

Thank you,

Heather Mulloy

Heather Mulloy, Assistant Corporation Counsel
City of Charleston, Legal Department
180 Lockwood Drive, Charleston, SC 29403
3545 Mary Ader Drive | Charleston, SC 29414
T: (843) 720-2439 | C: (843) 494-3156 | F: (843) 965-4120
mulloyh@charleston-sc.gov | www.charleston-sc.gov



City of Charleston

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From: Brumlow, Christopher <CBrumlow@sccja.sc.gov>

Sent: Wednesday, December 7, 2022 10:21 AM

To: Shiaza Tindal <shiazatindal.gistlawfirm@gmail.com>; Reynolds, Luther <reynoldsl@charleston-sc.gov>

Cc: Plunkett, Timothy J. <TJPlunkett@sccja.sc.gov>; Southern Scheduling <depos@southernreporting.net>

Subject: Notice of Contested Case Hearing (George Brisbon 2020-CJA-02-08)

Importance: High

CAUTION: This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning:

A contested case hearing in the matter of the law enforcement certification of George Brisbon has been scheduled for 10:00 a.m. February 28, 2023 at the South Carolina Criminal Justice Academy. Notice of this proceeding is herein attached. Hard copies of this notice have been submitted to both parties via certified mail, return receipt requested. Please let me know if you have any questions.

Kindest Regards,

Chris



Christopher B. Brumlow, IAAI-CFI
Investigator, Office of General Counsel
South Carolina Criminal Justice Academy
5400 Broad River Road
Columbia, South Carolina 29212
Office: (803)896-8323

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If you have received this message in error, please notify the sender immediately by reply e-mail and delete this message and any attachments

TABLE OF CONTENTS

	Administrative General Order	50 Off-Duty Employment	PAGE 1 OF 4
	City of Charleston Police Department Policy and Procedure Manual		EFFECTIVE DATE: 02/08/08
			ORIGINATOR: Strategic Analysis & Innovations
			REVISED: 06/01/10
DISTRIBUTION: ALL		CALEA: 22.3.3; 22.3.4	
BY THE AUTHORITY OF THE CHIEF OF POLICE: 			

50.1 OFF-DUTY EMPLOYMENT

The nature of the law enforcement task requires Department employees to have the ability to work irregular duty schedules that are subject to change in accordance with departmental needs. It is necessary that employees be physically fit and alert during these tours of duty. For these reasons and because certain occupations inherently conflict with an employee's primary responsibility to the Department, the Department may impose conditions on outside employment or may prohibit it altogether. Determination of the degree of limitation will be based upon the interest of the Department in furthering professionalism, protecting the reputation of the employee and the Department, and ensuring the Department receives full and faithful service in return for its expenditure of resources.

50.2 ELIGIBILITY TO WORK OR SUPERVISE OFF-DUTY EMPLOYMENT (CALEA 22.3.4)

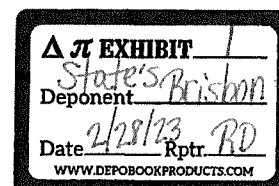
Any officer desiring to administer, supervise, or work any private off-duty Police related assignment must meet the following criteria:

1. To be eligible to work an off-duty job, the employee must meet or exceed one of the following criteria:
 - a. Successfully completed their PTO program and have six (6) months of satisfactory, or better, independent law enforcement duties with the Charleston Police Department
 - b. Have two (2) years of law enforcement employment as a sworn officer with any law enforcement agency at the time of their employment with the Charleston Police Department
2. To administer or supervise an off duty job, an officer must be of the rank of Police Officer or greater;
3. Submit a written request annually on the Standard Form available from their Team Commander or the Personnel Office through their chain of command to the Professional Standards;

50.3 DEPARTMENT FACILITATION

The Professional Standards Office (PSO) will serve the following functions related to off-duty employment:

1. Serve as the Department's liaison to facilitate communications between officers desiring to work any off duty police related employment opportunity and employers seeking to hire them for those services.
 - a. In case of emergency situations where PSO is unavailable, the Command Duty Officer will have the authority to book the off-duty job and make the proper notifications to PSO by the next business day.
2. Request forms for employers to advise employment opportunities will be made available to prospective employers at



the front desk of Police Headquarters and posted on the Department's internet site for downloading. The form is to be completed in its entirety by the prospective employer and delivered to the front desk for PSO's receipt or emailed to the address on the form. Completion and delivery of the form will be the responsibility of the prospective employer. PSO will be responsible for receiving requests from employers for all jobs available of a police nature and will ensure the Chief of Police has approved them.

3. PSO will also post the employment opportunities for officers to sign up for possible off duty employment in a location that is accessible to all officers. To be considered by the prospective employer, officers are required to sign-up for jobs on the posted list in person, and not by phone.
4. The list will be returned to the prospective employer with the names of officers that have asked to be considered for the job by date established by the prospective employer.
 - a. This will be accomplished regardless of the number of officers that have signed up for consideration of employment, as the Department is merely facilitating communication of employment opportunities. As such, the Department is not requiring officers to work nor representing that it will ensure off duty jobs are staffed.
 - b. Once the list has been returned, any further communications regarding the status of employment for the job is the responsibility of the prospective employer and/or the officer.
5. All off-duty police related work, unless otherwise approved by the Chief of Police, will be performed in the uniform of the day. Employment utilizing shorts or tee shirts will be prohibited unless that job requires such a uniform.
6. Under no circumstances will any officer work for a job that is supervised or administered by another officer junior in rank to him or herself. For the purposes of this policy, officers who have retired from this Department and returned in the pay grade of Senior Police Officer may supervise officers that are equal or lesser rank than the rank they earned prior to retirement.
7. No officer will solicit off-duty employment outside the jurisdiction of the City of Charleston without prior approval of the Chief of Police.

50.4 HOURS WORKED

No officer will work more than twenty (20) hours off-duty in any pay week without the prior written approval of the Chief of Police. (For the purpose of this policy, a pay week is from 7 a.m. Saturday until 7 a.m. Saturday) Furthermore, to afford officers additional off duty employment opportunities, officers will be allowed to work up to sixty (60) hours off-duty in any pay week when they have taken annual leave for that entire pay week, without the prior approval of the Chief of Police. (For the purpose of this policy, a pay week is from 7 a.m. Saturday until 7 a.m. Saturday)

1. Off-duty hours will include any form of employment that the officer receives payment for whether or not the job was in a law enforcement function.
2. Employees may work sixteen (16) hours in a twenty-four (24) hour period whether working on-duty, off-duty, overtime, or secondary employment with no continuous work period to exceed (16) hours.
3. No leave will be approved for officers to work off-duty jobs in the middle of their on-duty shift. With the appropriate approval, off-duty jobs may be worked prior to the beginning or at the end of an on-duty shift. Additionally, on-duty hours will not be adjusted to facilitate off-duty employment.

50.5 COMMUNICATIONS

Communications must be advised anytime an officer is working in an off-duty status. Officers checking in with Communications for an off-duty job will give the following information; reporting number, location, time assignment ends

and that it is an off-duty assignment. (Example: "1400 x-ray, in service, working an off-duty assignment at Triangle Bowling Lanes on Savannah Highway until 0100".) This will enable communications to adequately respond should the officer need assistance. Officers will carry a portable radio with them at all times when working in an off duty status.

50.6 RESTRICTED WORK SITES (CALEA 22.3.3)

No officer will accept any off-duty assignment where the primary purpose of the establishment is the sale of alcoholic beverages. No officer will accept any off-duty assignment where the purpose of the activity is any form of gambling, lottery, bingo, or other game of chance without the prior approval of the Chief of Police. Employees will not engage in any employment or business such as bail bond agencies, or investigative work for insurance agencies, private guard services, collection agencies or investigative work for attorneys. Additionally, the Chief of Police, or designee, has the authority to establish any business, location, or form of employment as restricted or prohibited work site. While PSO and the Chief of Police will evaluate each request from employers to identify jobs and/or locations that are not suitable for off-duty employment, the ultimate responsibility to ensure that the actual location of the job and actual duties being performed do not conflict with Department policy and/or law falls to the individual officer accepting the employment.

50.7 COMPENSATION

The Chief of Police will establish a standardized minimum and maximum hourly rate, after consultation with those individuals deemed appropriate. Once established, this will be the minimum and maximum rate that can be charged by any officer for police related services. No officer will work for any more or less than the established hourly rate. The current rate is \$25.00 per hour and \$30.00 per hour for the supervisor if one is required. Whenever a secondary employment requires an event commander, the rate will be \$35.00 per hour. An event commander is a sworn employee with the rank of captain or above assigned an event on a secondary employment job. Sergeants and command personnel working secondary employment, but not designated as supervisors for the job will be paid the same rate as police officers. During city recognized holidays the rate will be \$35.00 for officers and \$40.00 per hour for supervisors and/or commanders. All contracted assignments where the fee has already been set prior to October 9, 2009 will remain in place. Employees working off-duty jobs will be compensated for services rendered only in the form of checks drawn on the business organization's bank account. If an individual sponsors the event, a check drawn on that persons account will be acceptable. Under no conditions will an officer work an off-duty job for cash. Additionally, payment arrangement, collection, and terms that are associated with such matters are the responsibility of the officers employed by the employer and not the Department. Under no circumstances will Department members acting in their official capacity become involved in the collection of money earned by officers during their off-duty employment.

50.8 VEHICLE USE

Officers with take-home vehicles may utilize those vehicles when working police related off-duty. Officers who do not have take-home vehicles may utilize a spare vehicle after obtaining permission from the commander with whom the vehicle is assigned. Officers who are on vacation and need a vehicle for a police related job may pick-up their assigned vehicle from the station, use it on the job, and return it at the completion of the job. Officers without take-home vehicles may follow the same policy outlined in this General Order. The use of police vehicles is not to be used solely for transportation, only for those jobs that require the vehicle as part of the job.

Additionally, police vehicles used for off-duty employment, including escorts, are to be utilized within twenty-five (25) miles of Department Headquarters as stated in General Order: *Regulation of Official Vehicles and Other Property*.

50.9 SICK LEAVE

Officers who check out sick on their regular assigned duty will not be eligible to work off-duty for twenty-four (24) hours from the end of the shift in which the sick leave occurred without the written approval from the officer's bureau commander.

50.10 NON-SECURITY OFF-DUTY EMPLOYMENT

Any officer/employee desiring to engage in any non-security related off-duty work will submit the above referenced off-duty work request including an attached summary of the work to be performed, location, and number of weekly hours. These hours count towards the twenty hours maximum per week for off-duty employment.

50.11 OFF-DUTY ACTIVITY REPORT

Sworn employees of the Police Department are required to assist other officers and citizens while in an off-duty status, employment, and other forms when it is appropriate. Officers will assist on calls to which they would not ordinarily be dispatched and it is evident that immediate assistance is required, and that the officer is able to do so for a brief period of time. All members of the Department will complete Form #232, the Charleston Police Department Off Duty Activity Report, after assisting citizens of the city or fellow officers when providing law enforcement related services, while in an off duty status. The report must be submitted to your Bureau Commander within seventy-two (72) hours of the activity.

50.12 OFFICER MANAGEMENT

Functions requiring more than three (3) officers will have a designated officer in charge. Functions with over ten (10) officers will require two (2) supervisors with one (1) additional supervisor for each additional ten (10) officers. This officer will be the senior ranking officer scheduled to work the event. Minimum duties of this officer will be the assignment of officers, handling any problems that arise at this function, and submitting a written report to their bureau commander outlining any problems.

Cretella, Anthony

From: Brisbon, George
Sent: Thursday, March 14, 2019 3:08 PM
To: 'redskin357@gmail.com'
Subject: Off-Duty Rate

Good Afternoon Riley,

Sorry for the late response, I am in Block Training this week at the department and not available during the day. Please see the below that was taken from our sworn police manual.

The Chief of Police will establish a standardized minimum and maximum hourly rate, after consultation with those individuals deemed appropriate. The current rate is \$30.00 per hour and \$35.00 per hour for the supervisor if one is required. In the event any authorized, non-sworn personnel are used to fulfill a position, the pay-rate will be \$25.00 per hour. Whenever an off-duty job requires an event commander, the rate will be \$40.00 per hour. An event commander is a sworn employee with the rank of lieutenant or above. Sergeants and command personnel working secondary employment, but not designated as supervisors for the job will be paid the same rate as police officers.

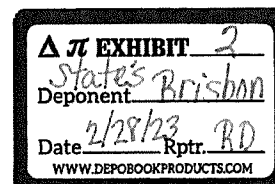
As you can see from the highlighted area, the rate for an Event Commander is \$40.00. An event commander is required for any event that goes before the City's Special Event Application process (Movies, Commercials, Concerts, Major Sporting Events, Spoleto Festival, Food & Wine Festival, Cooper River Bridge Run; this is basically any event that involve multiple days, requires street blockage, special requests from Traffic and Transportation. To save you some money, I very rarely hire a Sergeant at the supervisor rate which would be \$45.00. As the Event Commander at the rank of Captain, my rate actually should be \$50.00, but again to save you some money, I split the difference between the two, hope this clears up the remaining issue.

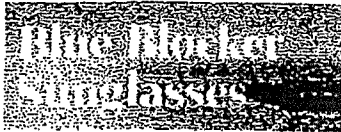
Thank you,

George A. Brisbon, Sr. | Captain
City of Charleston | Department of Police
Commander-West Patrol Division
180 Lockwood Blvd | Charleston, SC 29403
T:(843) 720-2408 | M:(843) 725-8752 | brisbong@charleston-sc.gov | www.charleston-sc.gov



City of Charleston





CPD Off Duty

**Hootie
Concert Aug
10th & 11th**

No Cancellations without Replacement

Provide security and traffic control during Concert.

Pay rate \$30.00 per hour.

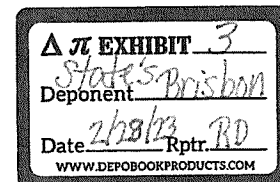
Volvo Car Stadium, Seven Farms Drive

Location: Volvo Car Stadium

Created by: GB George
Brisbon

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Date (mm/dd/yyyy EDT)	Available Slot Calendar View
08/10/2018 (Fri. 5:30pm - 12:00am)	
	Submit and Sign Up



Submit and Sign Up

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Officer (25)

23 of 25 slots filled

YB YOLANDA BROWN

OB Omar Bautista

TD Tony Daniels

SB Salvador Brau

LH L. Harris

HK Heath King

NB nicholas brown

BA Brian Ambrose

JW Jack Weiss

TB Thomas Bailey

JW J Angela Wilson

KL Kate Lenihan

TS Tina Scales

EW Elisabeth Wolfen

KL Kyle Luthman

PM Patrick McLaughlin

 Cory Broadwater

RM Russell Mitchell

BH Brian Hinton

RG Richard Gerten

RB Robert Bennett

LS Louis Staggers, II

DB David Britten

Sign Up 

Submit and Sign Up

08/11/2018 (Sat. 5:30pm - 12:00am)	Officer (25) 22 of 25 slots filled OB Omar Bautista SB Salvador Brau AW Andre Wilson MA Monica Anderson NB nicholas brown AD Adam Deming JH Jessica Hans  Clifton Wilson RF Robert Feeters CW Chito Walker TD Timothy Dasher YB YOLANDA BROWN JB John Burek KS Keith Sumner JW J Angela Wilson KL Kate Lenihan AK Alex Keating DB David Britten RM Russell Mitchell BH Brian Hinton EW Elisabeth Wolfson JW Jack Weiss Sign Up
---------------------------------------	---

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City of Charleston

JOSEPH P. RILEY, Jr

Mayor

South Carolina

LUTHER REYNOLDS

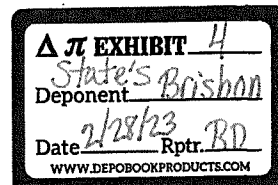
Chief of Police

POLICE DEPARTMENT

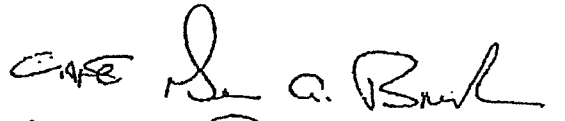
8/10-11/2018

NIGHTS HRS RATE

8/10-11/2018	Brian Ambrose	\$210.00	1	6	35.00
8/10-11/2018	Monica Anderson	\$180.00	1	6	30.00
8/10-11/2018	Thomas Balley	\$180.00	1	6	30.00
8/10-11/2018	Omar Bautista	\$380.00	2	12	30.00
8/10-11/2018	Robert Bennett	\$180.00	1	6	30.00
8/10-11/2018	Salvador Brau	\$360.00	2	12	30.00
8/10-11/2018	George Brisbon	\$1,520.00	2	38	40.00
8/10-11/2018	David Britten	\$360.00	2	12	30.00
8/10-11/2018	Cory Broadwater	\$180.00	1	6	30.00
8/10-11/2018	Nicholas Brown	\$360.00	2	12	30.00
8/10-11/2018	Yolanda Brown	\$360.00	2	12	30.00
8/10-11/2018	John Burek	\$180.00	1	6	30.00
8/10-11/2018	Tony Daniels	\$180.00	1	6	30.00
8/10-11/2018	Timothy Dasher	\$180.00	1	6	30.00
8/10-11/2018	Adam Deming	\$180.00	1	6	30.00
8/10-11/2018	Robert Feeters	\$180.00	1	6	30.00
8/10-11/2018	Richard Gerten	\$180.00	1	6	30.00
8/10-11/2018	Jessica Hans	\$180.00	1	6	30.00
8/10-11/2018	Latisha Harris	\$180.00	1	6	30.00
8/10-11/2018	Brian Hinton	\$500.00	2		
8/10-11/2018	Alex Keating	\$180.00	1	6	30.00
8/10-11/2018	Kate Lenihan	\$360.00	2	12	30.00
8/10-11/2018	Kyle Luthman	\$180.00	1	6	30.00
8/10-11/2018	Patrick McLaughlin	\$180.00	1	6	30.00
8/10-11/2018	Christine Middleton	\$245.00	1	7	35.00
8/10-11/2018	Russell Mitchell	\$360.00	2	12	30.00
8/10-11/2018	Tina Scales	\$180.00	1	6	30.00
8/10-11/2018	Louis Staggers	\$180.00	1	6	30.00
8/10-11/2018	Alexander Sumner	\$180.00	1	6	30.00
8/10-11/2018	Chito Walker	\$210.00	1	6	35.00



8/10-11/2018	Jack Weiss	\$420.00	2	12	35.00
8/10-11/2018	Andre Wilson	\$180.00	1	6	30.00
8/10-11/2018	Angela Wilson	\$360.00	2	12	30.00
8/10-11/2018	Clifton Wilson	\$210.00	1	6	35.00
8/10-11/2018	Elizabeth Wolfson	<u>\$360.00</u>	2	12	30.00
	Total	\$9,975.00			


 CHARLESTON POLICE DEPARTMENT



City of Charleston

JOSEPH P. RILEY, Jr.

Mayor

South Carolina

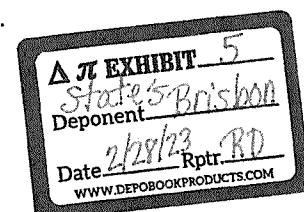
LUTHER REYNOLDS

Chief of Police

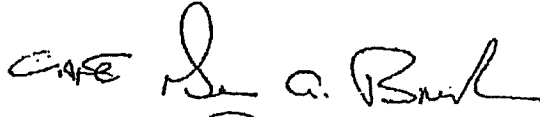
POLICE DEPARTMENT

8/10-11/2018

8/10-11/2018	Brian Ambrose	\$210.00
8/10-11/2018	Monica Anderson	\$180.00
8/10-11/2018	Thomas Bailey	\$180.00
8/10-11/2018	Omar Bautista	\$360.00
8/10-11/2018	Robert Bennett	\$180.00
8/10-11/2018	Salvador Brau	\$360.00
8/10-11/2018	George Brisbon	\$1,520.00
8/10-11/2018	David Britten	\$360.00
8/10-11/2018	Cory Broadwater	\$180.00
8/10-11/2018	Nicholas Brown	\$360.00
8/10-11/2018	Yolanda Brown	\$360.00
8/10-11/2018	John Burek	\$180.00
8/10-11/2018	Tony Daniels	\$180.00
8/10-11/2018	Timothy Dasher	\$180.00
8/10-11/2018	Adam Deming	\$180.00
8/10-11/2018	Robert Feeters	\$180.00
8/10-11/2018	Richard Gerten	\$180.00
8/10-11/2018	Jessica Hans	\$180.00
8/10-11/2018	Latisha Harris	\$180.00
8/10-11/2018	Brian Hinton	\$500.00
8/10-11/2018	Alex Keating	\$180.00
8/10-11/2018	Kate Lenihan	\$360.00
8/10-11/2018	Kyle Luthman	\$180.00
8/10-11/2018	Patrick McLaughlin	\$180.00
8/10-11/2018	Christine Middleton	\$245.00
8/10-11/2018	Russell Mitchell	\$360.00
8/10-11/2018	Tina Scales	\$180.00
8/10-11/2018	Louis Staggers	\$180.00
8/10-11/2018	Alexander Sumner	\$180.00
8/10-11/2018	Chito Walker	\$210.00



8/10-11/2018	Jack Weiss	\$420.00
8/10-11/2018	Andre Wilson	\$180.00
8/10-11/2018	Angela Wilson	\$360.00
8/10-11/2018	Clifton Wilson	\$210.00
8/10-11/2018	Elizabeth Wolfson	<u>\$360.00</u>
	Total	\$9,975.00


 CHARLES A. BURK
 CHARLOTTE POLICE DEPARTMENT

ADMIN'S TOOLBAR

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**MASTER Off-Duty List

Luke Combs Concert

No Cancelations without Replacement

Provide security and traffic control during Concert.

Pay rate \$30.00 per hour.

Volvo Car Stadium, Seven Farms Drive

Date: 07/11/2019 (Thu.)

Time: 5:30pm - 11:30pm EDT

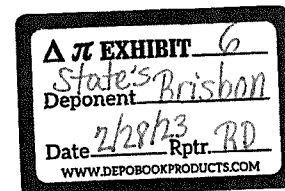
Location: Volvo Car Stadium

Created GB George
by: Brisbon



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Officer (30)

24 of 30 slots filled

AG Andrew Gallo
AW Andre Wilson
CW Chito Walker
RF Robert Feeters
TB Thomas Bailey
MT Mike Thomas
CF Christopher Freshman
JB Jason Bruder
JB John Burek
KG Keith Galster
RD Ryan Dolan
TS Taylor Schwartz
OB Omar Bautista
NP Nesha Peterson-Rampersant
 Clifton Wilson
MR Matthew Rutch
RH Richard Ho
YB YOLANDA BROWN
JW Jack Weiss
NP Nathan Pitchford
GB George Bradley
 Karen Nix
TS Tina Scales
AW Angela Wilson

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City of Charleston

JOHN J. TROKLENBURG

South Carolina

LUTHER REYNOLDS

Mayor

Chief of Police

POLICE DEPARTMENT

7/11/19

7/11/19	Thomas Bailey	\$180.00
7/11/19	Omar Bautista	\$180.00
7/11/19	George Bradley	\$180.00
7/11/19	George Brisbon	\$600.00
7/11/19	Jason Bruder	\$210.00
7/11/19	John Burek	\$180.00
7/11/19	Ryan Dolan	\$180.00
7/11/19	Robert Feeters	\$180.00
7/11/19	Christopher Freshman	\$180.00
7/11/19	Andrew Gallo	\$180.00
7/11/19	Kelth Galster	\$180.00
7/11/19	Brian Hinton	\$250.00
7/11/19	Richard Ho	\$180.00
7/11/19	Dale Middleton	\$245.00
7/11/19	Karen Nix	\$180.00
7/11/19	Nathan Pitchford	\$180.00
7/11/19	Nesha Rampersant	\$180.00
7/11/19	Matthew Rutch	\$180.00
7/11/19	Tina Scales	\$180.00
7/11/19	Michael Thomas	\$245.00
7/11/19	Taylor Schwartz	\$180.00
7/11/19	Chito Walker	\$210.00
7/11/19	Andre Wilson	\$180.00
7/11/19	Angela Wilson	\$180.00
7/11/19	Clifton Wilson	\$180.00
7/11/19	Jack Weiss	<u>\$210.00</u>
		\$5,390.00

ADMIN'S TOOLBAR

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**MASTER Off-Duty List

JoJo Siwa Concert

No Cancellations without Replacement

Provide security and traffic control during Concert.

Pay rate \$30.00 per hour.

Volvo Car Stadium, Seven Farms Drive

Date: 07/14/2019 (Sun.)

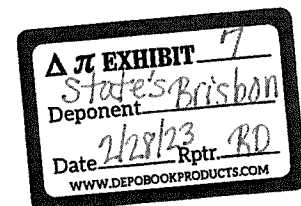
Time: 5:30pm - 11:30pm EDT

Location: Volvo Car Stadium

Created GB George
by: Brisbane



Available Slot



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9/11/2019

****MASTER Off-Duty List: JoJo Siwa Concert**

Officer (30)

22 of 30 slots filled

TD Timothy Dasher

AG Andrew Gallo

CH Craig Hamilton

SB Salvador Brau

CW Chito Walker

NP Nesha Peterson-Rampersant

AD Adam Deming

MT Michael Thomas

RH Richard Ho

YB YOLANDA BROWN

DB David Britten

CF Christopher Freshman

JW Jack Weiss

MR Matthew Rutch

TD Tony Daniels

SS Sarah Smith

LH Leslie Hargrove

 Karen Nix

TS Tina Scales

AW angela wilson

SL Sean Lucas

RF Robert Feeters

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City of Charleston

JOHN J. TECKLENBURG

South Carolina

LUTHER REYNOLDS

Mayor

Chief of Police

POLICE DEPARTMENT

7/14/19	Melissa Aubrey	\$135.00
7/14/19	Salvador Brau	\$150.00
7/14/19	George Brisbon	\$600.00
7/14/19	David Britten	\$150.00
7/14/19	Yolanda Brown	\$165.00
7/14/19	Tony Daniels	\$150.00
7/14/19	Timothy Dasher	\$150.00
7/14/19	Adam Deming	\$150.00
7/14/19	David Driggers	\$150.00
7/14/19	Robert Feeters	\$150.00
7/14/19	Christopher Freshman	\$150.00
7/14/19	Andrew Gallo	\$150.00
7/14/19	Judson Halthcock	\$135.00
7/14/19	Craig Hamilton	\$150.00
7/14/19	Leslie Hargrove	\$150.00
7/14/19	Brian Hinton	\$240.00
7/14/19	Richard Ho	\$150.00
7/14/19	Sean Lucas	\$150.00
7/14/19	Dale Middleton	\$207.50
7/14/19	Tonatte Mitchell	\$150.00
7/14/19	Sean Mizner	\$150.00
7/14/19	Karen Nix	\$150.00
7/14/19	Nesha Rampersant	\$150.00
7/14/19	Aubrey Ruchardson	\$135.00
7/14/19	Guy Rosenlieb	\$135.00
7/14/19	Matthew Rutch	\$150.00
7/14/19	Tina Scales	\$150.00
7/14/19	Damlen Smith	\$150.00
7/14/19	Sarah Smith	\$150.00
7/14/19	Michael Taylor	\$150.00
7/14/19	Michael Thomas	\$207.50
7/14/19	Scott Tugya	\$135.00
7/14/19	Matthew Tulla	\$135.00
7/14/19	Chito Walker	\$172.50
7/14/19	Jack Weiss	\$172.50
7/14/19	Angela Wilson	\$150.00
7/14/19	Steven Worley	\$150.00
		\$6,175.00

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**MASTER Off-Duty List

Sublime with Rome

No Cancellations without Replacement

Provide security and traffic control during Concert.

Pay rate \$30.00 per hour.

Volvo Car Stadium, Seven Farms Drive

Date: 07/27/2019 (Sat.)

Time: 5:30pm - 11:30pm EDT

Location: Volvo Car Stadium

Created by: GB George
Brisbon



Available Slot



NO SLOTS AVAILABLE. SIGN UP IS FULL.

9/11/2019

**MASTER Off-Duty List: Sublime with Rome

Officer (20)

All slots filled

TD Timothy Dasher

TM Tonatte Mitchell

 Matt Wojslawowicz

KS Keith Sumner

SB Salvador Brau

CF Christopher Freshman

JH Jessica Hans

JB John Burek

KG Keith Galster

RD Ryan Dolan

OB Omar Bautista

CW Chito Walker

YB YOLANDA BROWN

RO Roger Owen

DB David Brltten

JB Jason Bruder

JW Jack Weiss

TD Tony Daniels

LH Leslie Hargrove

SL Sean Lucas

NO SLOTS AVAILABLE. SIGN UP IS FULL.

<https://www.signupgenius.com/go/10c0c1da0aa2fa1f52-sublime>

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2/2



City of Charleston

JOHN J. TECKLENBURG

Mayor

South Carolina

LUTHER REYNOLDS

Chief of Police

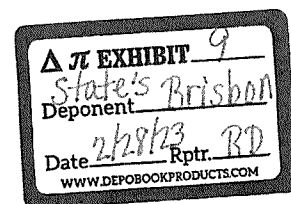
POLICE DEPARTMENT

7/27/19

7/27/19	Omar Bautista	\$180.00
7/27/19	Salvador Brau	\$180.00
7/27/19	George Brisbon	\$600.00
7/27/19	David Britten	\$180.00
7/27/19	Nicholas Brown	\$180.00
7/27/19	Yolanda Brown	\$180.00
7/27/19	Jason Bruder	\$212.50
7/27/19	John Burek	\$180.00
7/27/19	Tony Daniels	\$180.00
7/27/19	Timothy Dasher	\$180.00
7/27/19	Ryan Dolan	\$180.00
7/27/19	Christopher Freshman	\$180.00
7/27/19	Keith Galster	\$180.00
7/27/19	Jessica Hans	\$180.00
7/27/19	Leslie Hargrove	\$180.00
7/27/19	Brian Hinton	\$250.00
7/27/19	Sean Lucas	\$180.00
7/27/19	Dale Middleton	\$247.50
7/27/19	Tonatte Mitchell	\$180.00
7/27/19	Roger Owen	\$180.00
7/27/19	Alexander Sumner	\$180.00
7/27/19	Chito Walker	\$212.50
7/27/19	Jack Weiss	\$212.50
7/27/19	Matthew Wojslawowicz	<u>\$247.50</u>
		\$5,042.50

July- Dec. 2018- Officer Coverage/Gov. Thomas Bennett House

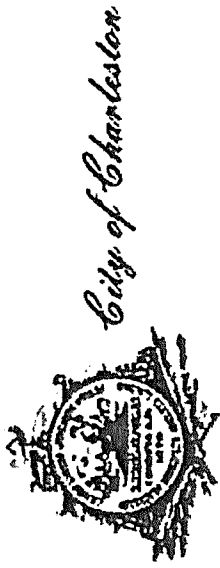
July	Officer Scheduled	Invoice Amt	Invoice Date
Saturday, 7th	Aaron Preston 5 hrs. @ \$25/hrs	125	7/6/2018
August	Officer Scheduled		
Saturday, 25	Capt. Brisbon	125	8/29/2018
September	Officer Scheduled		
Saturday 1st	Capt. Brisbon	125	8/29/2018
Sunday 16	Capt. Brisbon	125	10/18/2018
Friday 21	Capt. Brisbon	125	10/18/2018
Saturday 22	Capt. Brisbon	125	10/18/2018
Saturday 29	Capt. Brisbon	125	10/18/2018
Mo. Coord. Fee	Capt. Brisbon - July, Aug. Sept.	150	10/18/2018
October	Officer Scheduled		
Saturday 6	Capt. Brisbon - 5 hrs @ \$30/hr.	150	10/24/2018
Friday 12	Capt. Brisbon	150	10/24/2018
Saturday 13	Capt. Brisbon	150	10/24/2018
Friday 19	Capt. Brisbon	150	10/24/2018
Saturday 20	Capt. Brisbon	150	10/24/2018
Saturday 27	Capt. Brisbon	150	10/30/2018
Saturday 30	Capt. Brisbon	150	10/30/2018
Mo. Coord. Fee	Capt. Brisbon	150	10/30/2018
November	Officer Scheduled		
Friday 3	Richard Ho	150	11/9/2018
Saturday 4	Capt. Brisbon 4 hrs. @ \$30/hr	120	11/9/2018
Friday 9	Capt. Brisbon	150	11/17/2018
Saturday 10	Capt. Brisbon	150	11/17/2018
Saturday 17	Capt. Brisbon	150	11/17/2018
Mo. Coord. Fee	Capt. Brisbon	150	11/17/2018
December	Officer Scheduled		
Saturday 8	Capt. Brisbon	150	12/28/2018
Mo. Coord. Fee	None due	0	



2019 Officer Coverage/Gov. Thomas Bennett House

February	Officer Scheduled	Invoice Amt.	Invoice Date
Saturday, 9th	Timothy Dasher	150.00	2/12/2019
Saturday, 16th	Capt. Brisbon	150.00	3/29/2019
Saturday, 23rd	Capt. Brisbon	150.00	2/25/2019
Thursday, 28th	Capt. Brisbon	150.00	3/11/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	3/11/2019
March	Officer Scheduled		
Saturday, 16th	Capt. Brisbon	150.00	3/22/2019
Saturday, 23rd	Capt. Brisbon	150.00	3/22/2019
Friday, 29th	Brisbon- No Show due to work- Pymt already submitted- Applied to 4-12-19 date	150.00	3/27/2019
Saturday, 30th	Capt. Brisbon	150.00	3/27/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	3/27/2019
April	Officer Scheduled		
Saturday, 6th	No Officer Available	0.00	
Friday, 12th	Capt. Brisbon-Applied from 3-29	0.00	
Saturday, 13th	Capt. Brisbon	150.00	4/16/2019
Saturday, 27th	Capt. Brisbon	150.00	4/29/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	4/29/2019
May	Officer Scheduled		
Saturday, 4th	Timothy Dasher	150.00	5/6/2019
Sunday, 5th	None Needed	150.00	
Saturday, 11th	Capt. Brisbon	150.00	5/15/2019
Saturday, 18th	Capt. Brisbon	150.00	5/23/2019
Friday, 24th	Timothy Dasher	150.00	5/28/2019
Saturday, 25th	Cory Broadwater	150.00	5/28/2019
Friday, 31st	Yolanda Brown	150.00	6/11/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	6/3/2019
June	Officer Scheduled		
Saturday, 1st	None Needed	150.00	
Saturday, 8th	Cory Broadwater	150.00	6/11/2019
Friday, 14th	Tina Scales	150.00	6/25/2019
Saturday, 22nd	Capt. Brisbon	150.00	6/25/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	6/25/2019

T:(843) 720-2447 | F:(843) 579-7551 | MIXONL@charleston-sc.gov
Join CPD | Service Over Self | www.joincpd.com



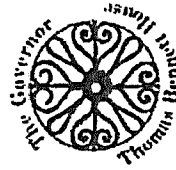
From: McCormick Linda H <Linda.McCormick@rsfh.com>
Sent: Tuesday, October 8, 2019 1:51 PM
To: Mixon, Lee <MIXONL@charleston-sc.gov>
Subject: Monthly Coordination Fee

Good afternoon Sgt. Mixon,

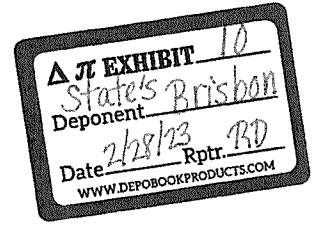
I wanted to follow up to see if I was to continue to pay a monthly coordination fee and to whom the check should be made? I will need a W9 provided in order to process payment.

Thank you for your time,

Linda McCormick
Manager, Thomas Bennett House



69 Barre Street
Charleston, SC 29401
Ph: (843) 789-1780



Our Mission: Healing all people with compassion, faith and excellence.

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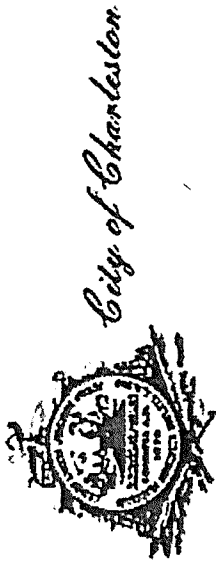
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Mixon, Lee

From: Mixon, Lee
Sent: Wednesday, October 9, 2019 11:39 AM
To: Cretella, Anthony
Subject: FW: Monthly Coordination Fee

How do you want to answer this?

Sergeant Lee W. Mixon Jr.
City of Charleston | Police Department
Internal Affairs Office
180 Lockwood Blvd | Charleston, SC 29403
T:(843) 720-2447 | F:(843) 579-7551 | MIXONL@charleston-sc.gov
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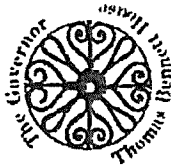
From: McCormick Linda H <Linda.McCormick@rsfh.com>
Sent: Tuesday, October 8, 2019 4:10 PM
To: Mixon, Lee <MIXONL@charleston-sc.gov>
Subject: RE: Monthly Coordination Fee

Thank you for the information. Since the current Chief of Police was appointed in April of 2018, does this mean that Capt. Brisbon was not authorized to charge and collect the monthly coordination fee after that time? The amount totaling \$1750 was paid to Capt. Brisbon by the Gov. Thomas Bennett House from Jan of 2018 through June of 2019.

I appreciate your time regarding this matter.

Kindly,

Linda McCormick
Manager, Thomas Bennett House



69 Barre Street
Charleston, SC 29401
Ph: (843) 789-1780



From: Mixon, Lee [<mailto:MIXONL@charleston-sc.gov>]
Sent: Tuesday, October 08, 2019 2:10 PM
To: McCormick Linda H <Linda.McCormick@rsfh.com>
Subject: RE: Monthly Coordination Fee

****CAUTION: External Email****

Do not click links or attachments unless you recognize the sender and know the content is safe

Mrs. McCormick,

Coordination fees are not outlined in our policy, and they have not been authorized by the current Chief of Police. If and when there are any changes authorized by the Chief of Police, we will advise all businesses which employ an Officer for work off-duty. Currently an Officer may only collect an hourly rate of \$30.00 for time they actually are present at the business to cover the off-duty.

Sergeant Lee W. Mixon Jr.
City of Charleston | Police Department
Internal Affairs Office
180 Lockwood Blvd | Charleston, SC 29403

Cretella, Anthony

From: Mixon, Lee
Sent: Tuesday, August 20, 2019 1:15 PM
To: Cretella, Anthony
Subject: FW: PSO Investigation

DEC 17 '19 AM 9:50

Sir,

Here is what I got back from GM.

Sergeant Lee W. Mixon Jr.
 City of Charleston | Police Department
 Internal Affairs Office
 180 Lockwood Blvd | Charleston, SC 29403
 T:(843) 720-2447 | F:(843) 579-7551 | MIXONL@charleston-sc.gov
 Join CPD | Service Over Self | www.joincpd.com



City of Charleston

From: Gregory Mullen <gmullen@clermson.edu>
Sent: Tuesday, August 20, 2019 12:46 PM
To: Mixon, Lee <MIXONL@charleston-sc.gov>
Cc: Gregory Mullen <gmullen@clermson.edu>
Subject: RE: PSO Investigation

Lee:

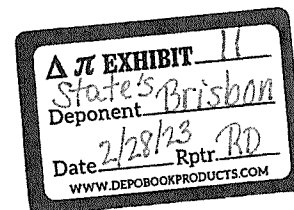
I hope that you are well. Things here in Clemson are good and we are getting ready to start another full year of football. That brings a lot of activity and people to the campus.

Here is what I can provide regarding your questions.

First, I had no involvement with any off-duty work that Clyde was performing. I know that he worked a number of off duty jobs, however, had no knowledge of any additional hours that he may have billed as a coordinator.

During the years that I was in Charleston, there were a number of officers who managed off-duty assignments for various activities like Wine and Food, Fashion Week, Second Sunday, Citadel games, cruise ships, construction escorts, tennis center, and funeral escorts. These officers were responsible for getting the jobs posted and getting assignments filled. I was not aware of anyone being paid for administrative activities apart from the Port Authority contract.

In terms of Captain Brisbon, there was a contract between the City and Port Authority to provide police officers for cruise ship security. That contract had been in place for some time. Several years after I arrived in Charleston, we renegotiated the terms. The contract was processed by Adelaide Andrews (Corporate Council) and Caroline Cleveland



with input from the police department. That document did provide a different rate structure for a coordinator because of the administrative requirements associated with the scheduling and invoicing procedures. Captain Brisbon and I certainly discussed this specific contract and its requirements several times as it was being developed and after it was approved because of the complaints that we had received about the cruise ship operations and the requirements included. I most certainly would have instructed him to ensure the time he spent working on this matter be done during his non-duty hours since he was being compensated by the Port. At the time the contract was approved, Captain Brisbon was the designated coordinator and responsible for scheduling, validating invoices, organizing orientation sessions for officers who wished to work on the Port, and giving all officers the opportunity to participate in that off-duty job after completing an orientation session. A period of time after the approval, he elected not to continue in that role. I am not sure about specific hours, however, there was a differential built in for the coordinator to handle the administrative tasks and that would include some additional time.

Regards the Tennis Center and Film Industry, I was aware that Captain Brisbon was the POC for off-duty work for these activities. I did not approve any rates other than what was outlined in our policy for these activities. Fairness and consistency was the reason the policy was developed and having different rates for different venues would be inconsistent with our goal. If I recall correctly, that was \$35 for individuals working in a supervisory capacity and \$25 for others; with a differential if the event was on an official holiday. There were request over the years to increase the hourly rate in general; however, we elected not to increase the amount because of the cost to those sponsoring the events and the stipulation that officers working off-duty be paid for a minimum of 4 hours regardless of the time they actually worked.

I had many conversations over the course of 10 years with Captain Brisbon, and others, about the importance of not conducting off-duty activities including scheduling and coordinating personnel during duty hours. The primary reason for these conversations was that an investigation had occurred just prior to my arrival concerning officers being paid for completing off-duty assignments during working hours. Therefore, we had worked hard to prevent officers from engaging in, or the perception of engaging in, activities that conflicted with their on-duty roles and responsibilities. During these conversations, I do not recall any discussion about adding hours of pay for being a POC. There were a number of officers who managed off-duty jobs and I was not aware of anyone receiving additional compensation outside of the Port contract, and to my knowledge this topic never came up as an issue.

Concerning authorizing Captain Brisbon to work off-duty assignments on his own time, I authorized hundreds of officers each year to work off-duty during their own time. All those authorizations were based on the policy directives that were in place to govern off-duty assignments. The only deviation was the Port Authority and that was based on the contract reached by the Port and City.

Please let me know if you have any other questions.

Best,
GM

From: Mixon, Lee <MIXONL@charleston-sc.gov>
Sent: Monday, August 19, 2019 8:46 AM
To: Gregory Mullen <gmullen@clemson.edu>
Subject: PSO Investigation

Chief Mullen,

I hope everything is going well with you. I am reaching out because we are working an internal investigation into a couple of officers charging administrative fees or claiming extra hours for managing/coordinating off-duties.

A little background on what I have been told: Specifically, Capt. Brisbon stated in the past he coordinated the Cruise Ship where he was paid an additional \$5.00 an hour on top of his normal hourly rate, he would then claim an additional 5 to 6 hours for managing and coordinating the off-duty. He stated there was an MOU in place between the department and the Cruise Ship, but no MOU can be found. Further, Capt. Brisbon stated that he coordinated the film industry and is paid an hourly rate of approximately \$47.50, where again he adds additional hours for managing and coordinating the off-duty. Capt. Brisbon is also managing and coordinating the Tennis Center Concerts. He is being paid an hourly rate of \$40.00 for the Tennis Center Concerts. I do not believe you were here, but Capt. Brisbon took over the Thomas Bennett House and charged a fee of \$120.00 a month to coordinate or manage this off duty.

With the exception of the Thomas Bennett House, he has stated that you had authorized him to work the other off-duties during his own time and as a result was able to charge additional hours for managing and coordinating these events. I am looking to confirm the extra hours, and that the higher hourly rates were authorized by the department.

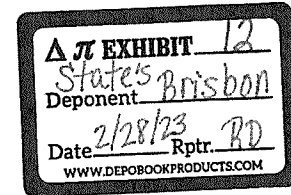
The other officer is Cpl. Clyde Johnson. He was also adding additional hours per week at the 4 hour minimum for scheduling the off-duties he was managing or coordinating. As of right now no other officers have been identified as charging additional hour or a fee.

If you have any questions, I can be reached on my cellphone at 843-730-3414. Thank you for your time.

Sergeant Lee W. Mixon, Jr.
City of Charleston | Police Department
Professional Standards Office
180 Lockwood Blvd | Charleston, SC 29403
T:(843) 720-2447 | F:(843) 579-7551 | MIXONL@charleston-sc.gov
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City of Charleston



STATE OF SOUTH CAROLINA)

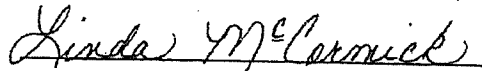
) STATEMENT OF LINDA McCORMICK

COUNTY OF CHARLESTON)

1. My name is Linda McCormick and I am at least 18 years of age and competent to attest to the matters herein of my own personal knowledge.
2. I am employed as the Manager of the Governor Thomas Bennett House located at 69 Barre Street in Charleston, South Carolina. I have been in this position for 12 years.
3. I am responsible for securing off duty officer services from the City of Charleston Police Department for events at the Thomas Bennett House.
4. In 2018, Captain George Brisbon of the Charleston Police Department began coordinating off-duty services with the Thomas Bennett House. A list of Bennett House events was emailed monthly and Captain Brisbon arranged off duty officer staffing by posting dates in his department for officers to sign up to work events at the Gov. Thomas Bennett House. Our need was to have one officer per event, typically from 6-11 pm. which was paid at a rate of \$25/ hr. This later increased to \$30/ hr. per CPD Form # 476 rev 09-18. When there was no response by officers to sign up for a posted date, Captain Brisbon would often cover those events. He was paid at the same hourly rate as other officers for event staffing. Capt. Brisbon informed me that it was now required by Charleston Police Department to charge a monthly coordination fee for his services to manage and schedule officers for event staffing. This was to be a separate fee of \$150 to be paid monthly.
5. Under the supervision of Captain Brisbon was the only time that I can recall the Thomas Bennett House had been charged a management/coordination fee. The officer who managed the events prior to Captain Brisbon did not charge this fee and managing officers since Captain Brisbon have not charged this fee.
6. I did not initiate the idea of a management/coordination fee and was told by Captain Brisbon it was required by Charleston Police Department to charge a monthly coordination fee. When presented with this information, I was led to believe that this new fee would be applied to all other venues utilizing off-duty officers. I did not negotiate or question the coordination fee as he was a Captain of the City of Charleston Police Dept. and I presumed what he stated was correct.
7. Attached are the invoices that I created for the time that Captain Brisbon worked and managed events at the Thomas Bennett House between July 2018 and June 2019. The dates for each month indicate the dates that he worked the events and the amounts paid to him. As indicated on the chart, Captain Brisbon was paid a monthly coordination fee of \$150 during the time of the request from July 2018 to June 2019. This management/coordination fee was paid to Captain Brisbon only, and paid in a separate

check from his hourly payment for event staffing. This separate check was addressed to Captain Brisbon and sent to his home address.

8. The maximum number of officers who worked events while Captain Brisbon was managing/coordinating the staffing was 1 per event. There was never a time that more than one officer was needed. Captain Brisbon was the only officer working an event on the specified dates listed on the request.
9. I have also attached e-mail correspondence dated October 18, 2018 where I asked Captain Brisbon about the additional monthly coordination fee and Captain Brisbon stated that he is the only one who should get the fee.


LINDA MCCORMICK

DATE: Ret. 21, 2020

July- Dec. 2018- Officer Coverage/Gov. Thomas Bennett House

July	Officer Scheduled	Invoice Amt.	Invoice Date
Saturday, 7th	Aaron Preston 5 hrs. @ \$25/hrs	125	7/6/2018
August	Officer Scheduled		
Saturday, 25	Capt. Brisbon	125	8/29/2018
September	Officer Scheduled		
Saturday 1st	Capt. Brisbon	125	8/29/2018
Sunday 16	Capt. Brisbon	125	10/18/2018
Friday 21	Capt. Brisbon	125	10/18/2018
Saturday 22	Capt. Brisbon	125	10/18/2018
Saturday 29	Capt. Brisbon	125	10/18/2018
Mo. Coord. Fee	Capt. Brisbon - July, Aug. Sept.	150	10/18/2018
October	Officer Scheduled		
Saturday 6	Capt. Brisbon - 5 hrs@ \$30/hr.	150	10/24/2018
Friday 12	Capt. Brisbon	150	10/24/2018
Saturday 13	Capt. Brisbon	150	10/24/2018
Friday 19	Capt. Brisbon	150	10/24/2018
Saturday 20	Capt. Brisbon	150	10/24/2018
Saturday 27	Capt. Brisbon	150	10/30/2018
Saturday 30	Capt. Brisbon	150	10/30/2018
Mo. Coord. Fee	Capt. Brisbon	150	10/30/2018
November	Officer Scheduled		
Friday 3	Richard Ho	150	11/9/2018
Saturday 4	Capt. Brisbon 4 hrs. @ \$30/hr	120	11/9/2018
Friday 9	Capt. Brisbon	150	11/17/2018
Saturday 10	Capt. Brisbon	150	11/17/2018
Saturday 17	Capt. Brisbon	150	11/17/2018
Mo. Coord. Fee	Capt. Brisbon	150	11/17/2018
December	Officer Scheduled		
Saturday 8	Capt. Brisbon	150	12/28/2018
Mo. Coord. Fee	None due	0	

2019 Officer Coverage/Gov. Thomas Bennett House

February	Officer Scheduled	Invoice Amt.	Invoice Date
Saturday, 9th	Timothy Dasher	150.00	2/12/2019
Saturday, 16th	Capt. Brisbon	150.00	3/29/2019
Saturday, 23rd	Capt. Brisbon	150.00	2/25/2019
Thursday, 28th	Capt. Brisbon	150.00	3/11/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	3/11/2019
March	Officer Scheduled		
Saturday, 16th	Capt. Brisbon	150.00	3/22/2019
Saturday, 23rd	Capt. Brisbon	150.00	3/22/2019
Friday, 29th	Brisbon- No Show due to work- Pymt already submitted- Applied to 4-12-19 date	150.00	3/27/2019
Saturday, 30th	Capt. Brisbon	150.00	3/27/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	3/27/2019
April	Officer Scheduled		
Saturday, 6th	No Officer Available	0.00	
Friday, 12th	Capt. Brisbon-Applied from 3-29	0.00	
Saturday, 13th	Capt. Brisbon	150.00	4/16/2019
Saturday, 27th	Capt. Brisbon	150.00	4/29/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	4/29/2019
May	Officer Scheduled		
Saturday, 4th	Timothy Dasher	150.00	5/6/2019
Sunday, 5th	None Needed	150.00	
Saturday, 11th	Capt. Brisbon	150.00	5/15/2019
Saturday, 18th	Capt. Brisbon	150.00	5/23/2019
Friday, 24th	Timothy Dasher	150.00	5/28/2019
Saturday, 25th	Cory Broadwater	150.00	5/28/2019
Friday, 31st	Yolanda Brown	150.00	6/11/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	6/3/2019
June	Officer Scheduled		
Saturday, 1st	None Needed	150.00	
Saturday, 8th	Cory Broadwater	150.00	6/11/2019
Friday, 14th	Tina Scales	150.00	6/25/2019
Saturday, 22nd	Capt. Brisbon	150.00	6/25/2019
Mo. Coord. Fee	Capt. Brisbon	150.00	6/25/2019

Cretella, Anthony

From: Brisbon, George
Sent: Thursday, October 18, 2018 2:17 PM
To: McCormick Linda H
Subject: RE: TBH Events

I am the only one that gets the fee, I hope the two of us will be the case, but I just found out about an event on November 10th, that will require me finding someone else. Thanks

George A. Brisbon, Sr. | Captain
City of Charleston | Department of Police
Commander-Island Patrol Division
180 Lockwood Blvd | Charleston, SC 29403
T:(843) 720-2408 | M:(843) 725-8752 | brisbong@charleston-sc.gov | www.charleston-sc.gov



City of Charleston

From: McCormick Linda H [mailto:Linda.McCormick@RoperSaintFrancis.com]
Sent: Thursday, October 18, 2018 1:54 PM
To: Brisbon, George
Subject: RE: TBH Events

Ok, perfect! I will make that change and see if I can edit the ones for October events that have already been submitted. Will this still require a monthly coordination fee for the two of you in addition to the event coverage?

From: Brisbon, George [mailto:BRISBONG@charleston-sc.gov]
Sent: Thursday, October 18, 2018 1:46 PM
To: McCormick Linda H <Linda.McCormick@RoperSaintFrancis.com>
Subject: RE: TBH Events

****CAUTION: External Email****

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Hi Linda, I will still be managing the off-duty assignment at the Thomas Bennett House, I sent you the form to indicate that the off-duty pay rate had been changed from \$25.00 per hour to \$30.00 per hour effective October 1st, 2018. The rest of the schedule will be covered by me or PO Yolanda Brown.

Thanks

George A. Brisbon, Sr. | Captain
City of Charleston | Department of Police
Commander-Island Patrol Division
180 Lockwood Blvd | Charleston, SC 29403
T:(843) 720-2408 | M:(843) 725-8752 | brisbong@charleston-sc.gov | <http://secure-web.cisco.com/1M8spXRuakNLC8CVQhmr7ITirU3w3J6sUHL7hDGIB538UmNc7A9Mgl6UOID3wKBOLHy9DDV>

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%2Fwww.charleston-sc.gov



City of Charleston

From: McCormick Linda H [mailto:Linda.McCormick@RoperSaintFrancis.com]

Sent: Thursday, October 18, 2018 1:22 PM

To: Brisbon, George.

Subject: TBH Events

Good afternoon Capt. Brisbon,

Is this form effective immediately or does it begin in the new year? I need to secure coverage for the remainder of Oct. and Nov. and was not sure if you would be able to fill those or if I needed to go with the online request. I would like to keep the same core group of officers so that they are aware of our challenges with the noise ordinance and familiar with residents in the surrounding neighborhood but didn't know if this is something I will be able to request. We have a wedding tomorrow and Saturday evening so I need to make sure I have coverage.

Thanks for your help!

Linda McCormick

Manager, Thomas Bennett House



69 Barre Street
Charleston, SC 29401
Ph: (843) 789-1780



Our Mission: Healing all people with compassion, faith and excellence.

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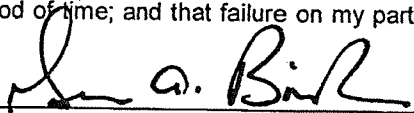
CHARLESTON POLICE DEPARTMENT AUTHORIZATION TO ADMINISTER OFF-DUTY EMPLOYMENT

Name: George A. Brisbon Rank: Captain Current Assignment: Ops Bureau

In accordance with the provisions of the Policy and Procedure Manual, Administrative General Order 50, it is required that Officers request permission to administer an off-duty employment venue on an annual basis.

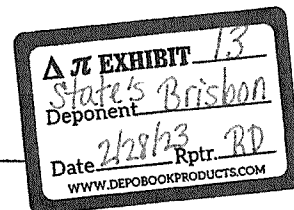
Business Name and Address: Thomas Bennett House, 69 Barre Street, Charleston, SC 29403
 Type of Business: Reception Hall
 Description of Duties: Security during weddings
 # of Days/Hours Officers are expected to be requested: Varies 1800-2300
 Team in which the work occurs: Team 2

I understand that administering this off-duty job must not interfere with my departmental duties. In addition, I also understand that if it does interfere, my ability to administer and/or participate in off-duty employment may be suspended for a period of time; and that failure on my part to comply will be grounds for dismissal from the Department.


 Signature

3/1/19
 Date

Preferred eMail Address: brisbong@charleston-sc.gov
 (for off-duty employment software)



Reviewer	Recommendation		Comments
	Approve	Disapprove	
Team Commander			☐ Employee is the rank of Police Officer, or greater**
Team Commander in which the work occurs			
Professional Standards Office	✓		As of <u>03.05.19</u> (date) there is no disciplinary record that would prohibit the employee from administering an Off-Duty job.
Division Commander			
Bureau Commander			
Special Events Office			☒ Employee has completed a review of General Order 50 in PowerDMS

**In order to administer or supervise an off-duty job, an officer must be of the rank of Police Officer or greater G.O. 50.2 (3)

FORM #612 (01/2019)



City of Charleston

JOHN TECKLENBURG
Mayor

South Carolina

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

Date: 08/28/2019

PSO Case# 2019-041-A

Employee: Corporal Johnson and Captain Brisbon

Investigator: Lieutenant Cretella

Complainant: Chief Reynolds

Background:

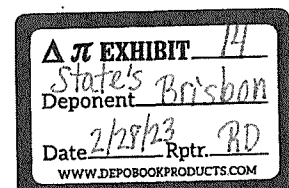
While at a Charleston County School District meeting, it was learned that there was an administrative fee associated with running the off duty event at Sanders Clyde Elementary School.

Investigation:

On July 31, 2019 at approximately 1019 hours, Lieutenant Cretella and Sergeant Dasher conducted an interview with Michael Reidenbach. The interview was audio recorded using Lieutenant Cretella's hand held recorder.

Michael Reidenbach is the school security director for the Charleston County School District. He stated that he was in a meeting concerning placing SROs in all of the elementary schools within the school district. Mr. Reidenbach advised that he would like to run the program as they currently do and model it the way that Sanders Clyde Elementary School is being ran. He stated that the school district pays Corporal Johnson every week that school is in session to manage the off duty. The question was posed where the idea of paying him to manage the off duty came from and he stated that it was in practice before he assumed the role as the school security director. Mr. Jeff Scott was the school security director prior to Mr. Reidenbach.

On July 31, 2019 at approximately 1218 hours, Lieutenant Cretella and Sergeant Dasher conducted an interview with Corporal Johnson. The interview was audio recorded using Lieutenant Cretella's hand held recorder. Corporal Johnson was advised of his Garrity warning, which he stated that he understood and signed. Below is a summary of the interview:



Lieutenant Cretella asked Corporal Johnson when he began to run the off duty at Sanders Clyde Elementary School. He responded with, "it started when Captain Boyd was here so I really don't know". Corporal Johnson stated that his duties to run the off duty at the school was to ensure proper staffing to fill the off duty slots. The off duty is ran from 0700 hours till 1500 hours. There are two slots available for the off duty; 0700 hours through 1100 hours and 1100 hours through 1500 hours.

The off duty officers are generally pulled from the Housing Office and the Team 1 CAT to help establish a relationship with the kids and the community. However; any officer can sign up for the off duty jobs if they wish. Corporal Johnson stated that his main function is to ensure that the officers get paid. He stated that the senior guys will set up the schedule and e-mail him the schedule. Corporal Johnson will then complete the invoice on Friday and send the invoice either on a Friday or Monday. When asked if he sends the invoice on the weekends he stated, "No".

Corporal Johnson stated that he spends about 30 minutes a week on invoicing which entails changing the names and dates in the excel sheet. When asked, "Have you ever spent time that the Charleston Police Department is paying you to do time for the off duty job?", Corporal Johnson, stated, "Yea, I've done it". Corporal Johnson stated that he charges an "admin fee" to run the off duty job which is a weekly payment of 4 hours. Corporal Johnson stated that the conversation about compensation may have been initiated by Jeff Scott who was at the time the head of the Charleston County School District security office.

Corporal Johnson advised that he charges administrative fees for other off duty jobs as well. There is a tax business in downtown Charleston where he charges a \$50.00 fee. This is a weekly fee that the business pays for Corporal Johnson to schedule officers. This off duty is ran from February through mid-April. He also charges an administrative fee to a real-estate company. The fee is \$100 when the off duty is being ran which is seasonal and during the holidays. Sometimes, Corporal Johnson will also work this off duty.

Lieutenant Cretella asked Corporal Johnson how this practice of charging administrative fees came about and he said that it was his way of being compensated for the job if he didn't work it. Corporal Johnson stated that other people have been doing the same thing. When asked who are the other people who are charging administrative fees, he said, "Captain Brisbon".

On 08/12/2019, Sergeant Mixon and Lieutenant Cretella conducted an interview with Captain Brisbon. The interview was audio and video recorded. Captain Brisbon was advised of the Garrity warning, which he stated he understood and signed. Below is a summary of his interview:

Captain Brisbon currently works and manages Central Baptist Church, Thomas Bennett House, Volvo Center Concerts and the film industry. He does work additional off-duties when posted on the Sign Up Genius from time to time. He had been working Central Baptist Church and the Thomas Bennett House for approximately a year. He has been running the Volvo Center



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Concerts since 2013 and has run the film industry off-duty for approximately 20 years. He did in the past manage the Cruise ship as well.

He currently is paid the standard rate of \$30.00 an hour for the off-duty jobs that he signs up for on Sign-up Genius. He is paid only \$30.00 an hour for working at Central Baptist Church. He is paid \$40.00 an hour for the Volvo Center and \$47.50 an hour for the film industry off-duty. Captain Brisbon was paid a higher rate for the film industry off-duty because they often call him in the evenings or weekends to notify him of filming locations. As a result, he would have to locate officers on short notice to fill positions. In some cases, those off-duties would then get canceled and he would have to notify the officer to cancel. He has been notified even after canceling the off-duty that those officers would be needed after all.

In 2007, the cruise ship and the department signed an MOU for off-duties. Captain Brisbon was authorized by the Chief of Police to charge an administrative fee for coordinating the cruise ship. He was paid the normal hourly rate plus \$5.00. He would add 5 to 6 hours to his hours worked for coordinating the off-duty and did this about 6 to 7 times a month. He believed the hourly rate was around \$20.00 to \$25.00 an hour. The cruise ship paid a higher rate in order to attract more officers to work the off-duty.

Captain Brisbon stated he was authorized to charge an admin fee for the Volvo Center Concerts as well by the Chief of Police at the time due to the amount of time necessary to coordinate the events. There was no MOU in place just a verbal authorization from the Chief. He is being paid \$40.00 an hour.

Captain Brisbon stated last year he took over the Thomas Bennett House from Lieutenant McFadden. Lieutenant McFadden was not able to manage the event due to her work schedule. The Thomas Bennett House is under court order to have a police officer at the location. He advised the Thomas Bennett House that it would be time-consuming to him to schedule an officer to work there on a Friday and Saturday night. He stated that he would not be able to coordinate the schedule while working because it would be double-dipping and would have to do the coordinating on his own time. They asked what it would cost for him to coordinate the off-duty on his own time and they eventually agreed to pay Captain Brisbon a flat rate of \$25.00 each time someone other than Captain Brisbon worked the event. He was being paid \$30.00 an hour when he worked the off-duty himself.

On 08/15/2019, Sergeant Mixon conducted an interview with Lieutenant McFadden. Lieutenant McFadden was advised of the Garrity warning, which she stated he understood and signed. Below is a summary of her interview:

Lieutenant McFadden stated she became too busy to manage the off-duty at the Thomas Bennett House. She notified Sonia Greene about giving up the Thomas Bennett House. Sonia Greene then notified Captain Brisbon who took over managing the off-duty. Lieutenant McFadden stated she was not charging any type of administrative fee while managing or working the Thomas Bennett House.



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On 08/22/2019, Sergeant Mixon conducted a follow-up interview with Captain Brisbon. The interview was recorded using Sergeant Mixon's handheld audio recorder. Captain Brisbon was advised that his previous Garrity warning still applied.

Captain Brisbon stated when it comes to Central Baptist Church, he collects the standard rate of \$30.00 an hour with a 4-hour minimum according to policy. For the film industry he is paid \$47.50 an hour, and with the Thomas Bennett House he is paid \$30.00 an hour with 4 hour minimum per policy. The Volvo Concerts he is paid \$40.00 an hour. He does not collect anything additional for managing the church. With the film industry and Volvo concerts he is adding additional hours for managing these events. The Thomas Bennett House he made an agreement to manage it for \$25.00 each time he had to find someone else to work.

Records from the Thomas Bennett House shows Captain Brisbon is getting paid \$150.00 each month to manage the Thomas Bennett House. He stated with the Thomas Bennett House he does not keep track of what he is paid and was not aware that he was getting \$150.00 a month. He stated his check may be delayed and include pay for other hours previously worked.

Captain Brisbon stated he sends emails or make a phone call to the POC's to let them know who is working. The film industry does have a timesheet that each officer fills out. He or someone else will collect them and then turn them over to the film manager. He does not keep any records.

Captain Brisbon stated he managed all the off-duties on his personal time and had been directed by Chief Mullen to add additional hours as a result of how much time he spent in his off-duty time to manage the events. He further recalled a conversation he had with Chief Reynolds where explained what he was doing and nothing was said to him at that time. When asked about the difference between what is in policy and the rate of pay he is collecting he stated "there is what is in policy and what CPD does."

On 09/16/2019, Sgt. Mixon conducted a follow-up interview with Capt. Brisbon. The interview was recorded using Sgt. Mixon's handheld audio recorder. Capt. Brisbon was advised that his previous Garrity warning still applied. Capt. Brisbon provided the following information:

Capt. Brisbon does collect \$40.00 an hour to work and administer the concert events at the Volvo Car Stadium. He stated he takes all the concert events off as administrative leave. He will usually work from 2 pm to the end of the concert around midnight. Sometimes it may be up to 12 hours at the concert depending on the event. He still adds approximately 5 to 7 hours to the day for administrative hours. The extra hours are for completing the LAP, locating people to work the event, and checks of the area to make sure parking is available.



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Capt. Brisbon provided a four-page typed statement which is included in the case file for review. On 9/16/2019 Capt. Brisbon sent an email which read "Sgt. Mixon, I apologize for not thinking of it in the interview today, but if you check Brian Hinton or Russell Mitchell entry on the invoice, you will see that they generally have either 9, 10, 11 hours at \$25.00 per hour. They get ½ hour before they arrive and ½ hour after they leave for the Command Post, the remaining hours they are on-site with me at the stadium." Brian Hinton and Russell Mitchell maintain and drive the Command Post vehicle when it's used. The Command Post vehicle is used during all the concert events.

Administrative Reviews:

A. Cretella

Lieutenant Cretella

9.17.19

Date

C. Walker

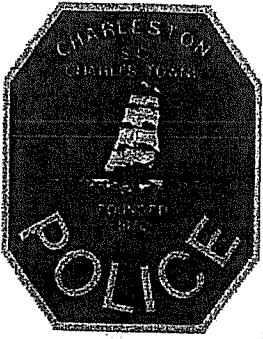
Captain Walker

9/19/19

Date



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	Administrative General Order	50 Off-Duty Employment	PAGE 1 OF 5
	City of Charleston Police Department Policy and Procedure Manual		EFFECTIVE DATE: 02/08/08
			ORIGINATOR: Strategic Analysis & Innovations
	DISTRIBUTION: ALL		CALEA: 22.3.3; 22.3.4
BY THE AUTHORITY OF THE CHIEF OF POLICE: <i>Luther Reynolds</i>			

50.1 OFF-DUTY EMPLOYMENT

The nature of the law enforcement task requires Department employees to have the ability to work irregular duty schedules that are subject to change in accordance with departmental needs. It is necessary that employees be physically fit and alert during these tours of duty. For these reasons and because certain occupations inherently conflict with an employee's primary responsibility to the Department, the Department may impose conditions on outside employment or may prohibit it altogether. Determination of the degree of limitation will be based upon the interest of the Department in furthering professionalism, protecting the reputation of the employee and the Department, and ensuring the Department receives full and faithful service in return for its expenditure of resources.

50.2 ELIGIBILITY TO WORK OR SUPERVISE OFF-DUTY EMPLOYMENT (CALEA 22.3.4)

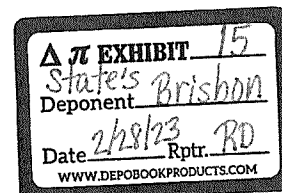
Any officer desiring to administer, supervise, or work any private off-duty Police related assignment must meet the following criteria:

1. To be eligible to work an off-duty job, the employee must meet or exceed one of the following criteria:
 - a. Successfully completed their PTO program and have six (6) months of satisfactory, or better, independent law enforcement duties with the Charleston Police Department
 - b. Have two (2) years of law enforcement employment as a sworn officer with any law enforcement agency at the time of their employment with the Charleston Police Department
2. To administer or supervise an off duty job, an officer must be of the rank of Police Officer or greater;
3. Submit a written request annually on the Standard Form available from their Team Commander or the Personnel Office through their chain of command to the Professional Standards;

50.3 AUTHORIZATION FOR PART TIME/OFF-DUTY EMPLOYMENT FORM

The Authorization for Part Time/Off-Duty Employment Form (CPD Form #65) will be completed by the employee based on the type of off-duty employment as defined below:

1. Continuing Off-Duty Employment is any part time/off-duty employment that is approved through the Department that takes place on a reoccurring basis.



GENERAL ORDER #50

- a. Some examples of this type of employment include: Motel 6, Market Pavilion, Citadel Mall, Cruise Ships, King Street Stroll, and the Apple Store.
- b. A CPD Form #65 must be completed by the employee annually for each continuing off-duty employment location.
2. One-Time Event Employment is any part time/off-duty employment that is approved through the Department that is not reoccurring and takes place at a specific date and time.
 - a. Some examples of this type of employment include: Private Functions, Wedding Receptions, and Black Friday at Wal-Mart or Target.
 - b. A CPD Form #65 does not have to be completed by the employee to work these types of part time/off-duty employment.

50.4 DEPARTMENT FACILITATION

The Special Events Office, or designee, will serve the following functions related to off-duty employment:

1. Serve as the Department's liaison to facilitate communications between officers desiring to work any off duty police related employment opportunity and employers seeking to hire them for those services.
 - a. In case of emergency situations where the Special Events Office is unavailable, the Command Duty Officer will have the authority to book the off-duty job and make the proper notifications to the Special Events Office by the next business day.
2. Request forms for employers to advise employment opportunities will be made available to prospective employers at the front desk of Police Headquarters and posted on the Department's internet site for downloading. The form is to be completed in its entirety by the prospective employer and delivered to the front desk for receipt by the Special Events Office, or designee, or emailed to the address on the form. Completion and delivery of the form will be the responsibility of the prospective employer. The Special Events Office, or designee, will be responsible for receiving requests from employers for all jobs available of a police nature and will ensure the Chief of Police has approved them.
3. The Special Events Office, or designee, will also post the employment opportunities for officers to sign up for possible off duty employment in a location that is accessible to all officers. To be considered by the prospective employer, officers are required to sign-up for jobs online utilizing the approved website.
4. The list will be returned to the prospective employer with the names of officers that have asked to be considered for the job by date established by the prospective employer.
 - a. This will be accomplished regardless of the number of officers that have signed up for consideration of employment, as the Department is merely facilitating communication of employment opportunities. As such, the Department is not requiring officers to work nor representing that it will ensure off duty jobs are staffed.
 - b. Once the list has been returned, any further communications regarding the status of employment for the job is the responsibility of the prospective employer and/or the officer.
5. All off-duty police related work, unless otherwise approved by the Chief of Police, will require the officer to use Department issued equipment. While performing off-duty police related work, Charleston Police Department officers will only carry Department issued weapons and back-up weapons approved through the process outlined in General Order #25 Lethal and Less Lethal Weapons.

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6. Under no circumstances will any officer work for a job that is supervised or administered by another officer junior in rank to him or herself. For the purposes of this policy, officers who have retired from this Department and returned in the pay grade of Senior Police Officer may supervise officers that are equal or lesser rank than the rank they earned prior to retirement.
7. No officer will solicit off-duty employment outside the jurisdiction of the City of Charleston without prior approval of the Chief of Police.

50.5 OFF-DUTY EMPLOYMENT ATTIRE

When a sworn officer is working in an off-duty police related capacity, he/she shall wear the uniform of the day for Uniform Patrol Officers. Special Unit (Bicycle, Harbor Patrol, etc.) uniforms shall not be worn for off duty assignments unless authorized in writing by the Chief of Police.

1. Summer Uniform: Short sleeve shirts will be the mandatory uniform of the day April 16 – October 14. Undershirts will be visible at the neckline and white in color. Undershirt sleeves will not extend beyond the sleeve of the uniform shirt.
2. Winter Uniform: Long sleeve shirts are optional October 15 – April 15. The issued clip on tie or embroidered CPD turtleneck will be worn under the long sleeve uniform shirt. Personally purchased turtlenecks without the CPD embroidery are not allowed.

50.6 HOURS WORKED

No officer will work more than twenty (20) hours off-duty in any pay week without the prior written approval of the Chief of Police. (For the purpose of this policy, a pay week is from 7 a.m. Saturday until 7 a.m. Saturday) Furthermore, to afford officers additional off duty employment opportunities, officers will be allowed to work up to sixty (60) hours off-duty in any pay week when they have taken annual leave for that entire pay week, without the prior approval of the Chief of Police. (For the purpose of this policy, a pay week is from 7 a.m. Saturday until 7 a.m. Saturday)

1. Off-duty hours will include any form of employment that the officer receives payment for whether or not the job was in a law enforcement function.
2. Employees may work sixteen (16) hours in a twenty-four (24) hour period whether working on-duty, off-duty, overtime, or secondary employment with no continuous work period to exceed (16) hours.
3. No leave will be approved for officers to work off-duty jobs in the middle of their on-duty shift. With the appropriate approval, off-duty jobs may be worked prior to the beginning or at the end of an on-duty shift. Additionally, on-duty hours will not be adjusted to facilitate off-duty employment.

50.7 CHARLESTON COUNTY CONSOLIDATED DISPATCH CENTER

Charleston County Consolidated Dispatch Center must be advised anytime an officer is working in an off-duty status. Officers checking in with Consolidated Dispatch for an off-duty job will give the following information; reporting number, last name, county identification number, vehicle number, location, time assignment ends and that it is an off-duty assignment. (Example: "1234 x-ray, Smith, county ID 01234, vehicle #123, in service, working an off-duty assignment at Triangle Bowling Lanes on Savannah Highway until 0100.") This will enable Consolidated Dispatch to adequately respond should the officer need assistance. Officers will carry a portable radio with them at all times when working in an off duty status.

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50.8 RESTRICTED WORK SITES (CALEA 22.3.3)

No officer will accept any off-duty assignment where the primary purpose of the establishment is the sale of alcoholic beverages. No officer will accept any off-duty assignment where the purpose of the activity is any form of gambling, lottery, bingo, or other game of chance without the prior approval of the Chief of Police. Employees will not engage in any employment or business such as bail bond agencies, or investigative work for insurance agencies, private guard services, collection agencies or investigative work for attorneys. Additionally, the Chief of Police, or designee, has the authority to establish any business, location, or form of employment as restricted or prohibited work site. While PSO, the Special Events Office and the Chief of Police will evaluate each request from employers to identify jobs and/or locations that are not suitable for off-duty employment, the ultimate responsibility to ensure that the actual location of the job and actual duties being performed do not conflict with Department policy and/or law falls to the individual officer accepting the employment.

50.9 COMPENSATION

The Chief of Police will establish a standardized minimum and maximum hourly rate, after consultation with those individuals deemed appropriate. Once established, this will be the minimum and maximum rate that can be charged by any officer for police related services. No officer will work for any more or less than the established hourly rate. The current rate is \$30.00 per hour and \$35.00 per hour for the supervisor if one is required. Whenever a secondary employment requires an event commander, the rate will be \$40.00 per hour. An event commander is a sworn employee with the rank of captain or above assigned an event on a secondary employment job. Sergeants and command personnel working secondary employment, but not designated as supervisors for the job will be paid the same rate as police officers. During city recognized holidays the rate will be \$40.00 for officers and \$45.00 per hour for supervisors and/or commanders. Employees working off-duty jobs will be compensated for services rendered only in the form of checks drawn on the business organization's bank account. If an individual sponsors the event, a check drawn on that persons account will be acceptable. Under no conditions will an officer work an off-duty job for cash. Additionally, payment arrangement, collection, and terms that are associated with such matters are the responsibility of the officers employed by the employer and not the Department. Under no circumstances will Department members acting in their official capacity become involved in the collection of money earned by officers during their off-duty employment.

50.10 VEHICLE USE

Officers with take-home vehicles may utilize those vehicles when working police related off-duty. Officers who do not have take-home vehicles may utilize a spare vehicle after obtaining permission from the commander with whom the vehicle is assigned. Officers who are on vacation and need a vehicle for a police related job may pick-up their assigned vehicle from the station, use it on the job, and return it at the completion of the job. Officers without take-home vehicles may follow the same policy outlined in this General Order. The use of police vehicles is not to be used solely for transportation, only for those jobs that require the vehicle as part of the job.

Additionally, police vehicles used for off-duty employment, including escorts, are to be utilized within twenty-five (25) miles of Department Headquarters as stated in General Order: *Regulation of Official Vehicles and Other Property*.

50.11 SICK LEAVE

Officers who check out sick on their regular assigned duty will not be eligible to work off-duty for twenty-four (24) hours from the end of the shift in which the sick leave occurred without the written approval from the officer's bureau commander.

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50.12 NON-SECURITY OFF-DUTY EMPLOYMENT

Any officer/employee desiring to engage in any non-security related off-duty work will submit the above referenced off-duty work request including an attached summary of the work to be performed, location, and number of weekly hours. These hours count towards the twenty hours maximum per week for off-duty employment.

50.13 DUTY TO ASSIST

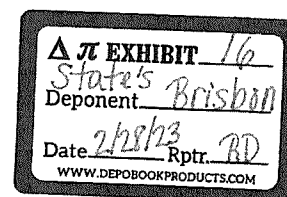
Sworn employees of the Police Department are required to assist other officers and citizens while in an off-duty status, employment, and other forms when it is appropriate. Officers will assist on calls to which they would not ordinarily be dispatched and it is evident that immediate assistance is required, and that the officer is able to do so for a brief period of time. Members of the Department will ensure all appropriate paperwork is completed, after assisting citizens of the city or fellow officers when providing law enforcement related services, while in an off duty status.

50.14 OFFICER MANAGEMENT

Functions requiring more than three (3) officers will have a designated officer in charge. Functions with over ten (10) officers will require two (2) supervisors with one (1) additional supervisor for each additional ten (10) officers. This officer will be the senior ranking officer scheduled to work the event. Minimum duties of this officer will be the assignment of officers, handling any problems that arise at this function, and submitting a written report to their bureau commander outlining any problems.

Captain G. Brisbon

Interview II



CHARLESTON POLICE DEPARTMENT
PROFESSIONAL STANDARDS OFFICE

August 22, 2019

(Interview Commenced at 1430 hours)

SERGEANT MIXON: All right. This is Sergeant Lee
Mixon with the Charleston City Police Department, Professional
Standards Office. Today is August 22, 2019. It's
approximately 2:30 p.m. Currently in my office with me is
Lieutenant Anthony Cretella and Captain George Brisbon.
Captain Brisbon, if you would again, please say your first
name and spell your last name for me.

CAPTAIN BRISBON: George Brisbon, B-R-I-S-B-O-N.

SERGEANT MIXON: And sir, just before I started the
recording spoke to you, just want to let you know Garrity
still applies. You've been advised of Garrity before so
Garrity still applies in this one.

CAPTAIN BRISBON: I understand.

SERGEANT MIXON: So we spoke before about your
managing the off-duties.

CAPTAIN BRISBON: Correct.

SERGEANT MIXON: And I understand, just kind of going
back over, you're managing one church. You're managing the
Film Industry, you're managing the Thomas Bennett House.

CAPTAIN BRISBON: Correct.

1 SERGEANT MIXON: You had one more.
2 CAPTAIN BRISBON: The concerts over at [Inaudible
3 00:01:03].
4 SERGEANT MIXON: The concerts; the Tennis Concerts.
5 All right. So from our first conversation, kind of with the
6 church, you're doing a standard rate of \$30 an hour for the
7 church.
8 CAPTAIN BRISBON: That's it.
9 SERGEANT MIXON: And that's per policy.
10 CAPTAIN BRISBON: Correct.
11 SERGEANT MIXON: Okay. And from what I understand,
12 originally for the Film Industry you're getting paid an hourly
13 rate of \$47.50.
14 CAPTAIN BRISBON: Correct.
15 SERGEANT MIXON: Thomas Bennett House you're getting
16 the \$30 an hour, 4-hour minimum, and same thing with the
17 church for \$30 an hour, 4-hour minimum.
18 CAPTAIN BRISBON: Correct.
19 SERGEANT MIXON: Okay so Bennett House is \$30 per
20 policy. And the Tennis concerts you're doing the \$30 an hour
21 - or I'm sorry; you're making the Commander's rate for that.
22 CAPTAIN BRISBON: Right.
23 SERGEANT MIXON: Which is \$35 an hour.
24 CAPTAIN BRISBON: No. It's \$40 for a Commander, \$35
25 for supervisors and \$30 for officers.

1 SERGEANT MIXON: So you're getting the Commander's
2 rate for?
3 CAPTAIN BRISBON: For concerts.
4 SERGEANT MIXON: Okay, concerts. Okay. And then
5 you're not charging anything additional for the church to
6 manage that function?
7 CAPTAIN BRISBON: No.
8 SERGEANT MIXON: All right, for the Film Industry
9 you're getting paid \$47.50, and with the Film Industry when
10 you're managing those as part of your off duty time, you're
11 just adding hours to work that.
12 CAPTAIN BRISBON: Right.
13 SERGEANT MIXON: I think I'm pretty clear on that.
14 The Tennis concerts; are you charging and administrative fee
15 or adding hours for managing that?
16 CAPTAIN BRISBON: I add hours.
17 SERGEANT MIXON: You're adding hours.
18 CAPTAIN BRISBON: Correct.
19 SERGEANT MIXON: And the Thomas Bennett House. How
20 are you getting paid to manage that?
21 CAPTAIN BRISBON: Because like I said, they are under a
22 Municipal Court Order and she is not - we just can't have a
23 situation where officers don't show up because it's mandated
24 by the Court that we have someone. And I told her, I said
25 look; you have Fridays and Saturdays under the standard policy

1 somebody might not show up. And I said well, as I do with a
2 couple of other jobs, I say I'm allowed to work on my own, off
3 the City clock on my personal time, to ensure that officers
4 get hired. It's just like the Film Industry; the City gives
5 them a permit to block the street on this particular day it's
6 not really an option for nobody to show up. So I've spent a
7 lot of my own - I spend my personal time hiring officers. So
8 like I said, so on those days that I don't work the Thomas
9 Bennett House is \$25.

10 SERGEANT MIXON: It's \$25 - how does that equal out at
11 the end of the month?

12 CAPTAIN BRISBON: Well like I said before, and it's
13 confusing and sometimes I really don't think I get paid
14 because they're sometimes like three and four weeks behind
15 when you get paid. So there are some times when I go well how
16 much did I actually get paid this month? And I don't even
17 remember, because like I said the Thomas Bennett House is
18 owned by Roper Hospital. And so it might go a week or two
19 before she sends the invoice to Roper. And then it might be
20 another two weeks or so before I actually see anything from
21 Roper. And sometimes they'll lump two or three payments in
22 together; it's not like every time there's a single invoice
23 that I'll get a single check. They might lump two or three
24 weeks together because sometimes they have a wedding on a
25 Friday and a Saturday. And then the next week they might have

1 a wedding on a Friday and a Saturday; or only one week. So
2 sometimes she'd lump them all together; I might get a check
3 for \$450, I might get a check for \$300, I might get a check
4 for \$600. I don't know. I just trust that they'll do
5 whatever they say they do and I really don't question.

6 SERGEANT MIXON: So how do you claim your hours? So
7 for the Thomas Bennett House, how do you claim the time that
8 you work?

9 CAPTAIN BRISBON: It's a standard 5 hours. It's from
10 5:00 - it's from 6:00 in the afternoon until 11:00. So it's
11 nothing that I have to say it's this amount of hours this week
12 or this amount of hours this week. It's a standard 6:00 to
13 11:00.

14 SERGEANT MIXON: So how do you notify the Thomas
15 Bennett House of who's working? Whether you work or somebody
16 else works, how do they know that?

17 CAPTAIN BRISBON: I tell them.

18 SERGEANT MIXON: How do you tell them?

19 CAPTAIN BRISBON: I'll either send them an email or it
20 might be times like something happened; I couldn't work so I
21 got somebody else to do it. Or if somebody else at the last
22 minute checked out sick.

23 SERGEANT MIXON: So you send them an email with this
24 saying hey look, I can't work, this person does.

25

1 CAPTAIN BRISBON: I email or a phone call. Either
2 email or a phone call.

3 SERGEANT MIXON: Email or phone call; and then you say
4 because I can't work you guys need to pay me \$25 for
5 scheduling this person to work?

6 CAPTAIN BRISBON: No. I mean I just - they should
7 know. Like if I told them when I work it's the regular rate;
8 if somebody else works then it's the \$25. So that
9 compensation was established when we first started working.

10 SERGEANT MIXON: Okay. I don't want to make it seem
11 like I'm trying to set you up or something, but we have a
12 little different from the Thomas Bennett House from what
13 you're talking about. And I think that's where some of the
14 confusion is coming in.

15 So this is the invoice I got from the Thomas Bennett
16 House. They list on here an abbreviation for a Monthly
17 Coordination Fee; it's got your name listed to it and it's got
18 a dollar amount. So if you go through this they've got one
19 for every single month.

20 CAPTAIN BRISBON: That shouldn't be that way. So I
21 don't know whether it was a misconception when we initially
22 started the off duty; but I was under the impression that it
23 was only for when I don't work.

24 SERGEANT MIXON: Okay. So right now according to the
25 invoice they're paying you a monthly fee of \$150 almost, even

1 more than that to be honest with you. So because this runs
2 from - the invoices are a little different. So we have for
3 the month of -

4 CAPTAIN BRISBON: Yeah, because according to that I
5 only worked 4 - 1, 2, 3, 4 - but they billed for 6. So there
6 must be - and again the same thing here.

7 SERGEANT MIXON: So for like every 4 - yeah 1, 2, 3 -
8 every 4 events or whatever they have. Actually they're doing
9 this bill by monthly, so they're saying this bill is for the
10 month of February, \$150; month of March, \$150; month of April
11 \$150.

12 CAPTAIN BRISBON: Ahh, then you can see right here,
13 1,2,3,4,5,6,7. Apparently there's a misunderstanding between
14 me, Roper; or the Thomas Bennett House and the people at
15 Roper. That's not how it's supposed to be. And like I said,
16 sometimes - I guess I never caught it because they don't have
17 a regular schedule and sometimes they lump payments in
18 together. So I might get a check for \$300; I might get a
19 check for \$450; I might get a check for \$600. Because as you
20 can see, some of the weekends, some of the times are - just
21 like this one, they run back-to-back. I might work; it might
22 be four weddings, two this weekend and two this weekend, back-
23 to-back.

24 SERGEANT MIXON: Oh I see. So we've got -
25