



CITY OF DELRAY BEACH
City Attorney's Office



SENT VIA EMAIL AND US MAIL

August 25, 2020

George Gretsas
1801 Marietta Drive
Fort Lauderdale, FL 33316

Dear Mr. Gretsas:

On June 24, 2020, the City Commission of the City of Delray Beach voted to provide you with written notice of its intention to remove you, *with cause*, pursuant to section 3.1 of your Employment Agreement with the City dated October 8, 2019 (the "Agreement"). On June 29, 2020, you demanded written charges and a public hearing regarding your termination from your employment with the City of Delray Beach. Accordingly, the City provides the following written charges, as adopted at a special meeting held on August 24, 2020, setting forth the reasons for the City's decision to terminate you for misconduct pursuant to Florida Statute 443.036(29).

- I. Florida Statute Chapter 119, Public Records, requires "[e]ach agency that maintains a public record in an electronic recordkeeping system [to] provide to any person, pursuant to this chapter, a copy of any public record in that system which is not exempted by law from public disclosure." This affirmative obligation could subject the City to liability for its failure to maintain public records in accordance with law. Further, GA-29 states, "[a]ll City records are considered public records unless they are specifically exempt or confidential from disclosure under Florida State Statutes. All public records shall be open for inspection and copying at reasonable time, except as provide by Florida Statutes Chapter 11 or other applicable law."
 - A. On or about January 2020, you implemented a software application known as "Basecamp" for which you designated yourself as the administrator, outside of the oversight of the IT Department. Basecamp is a project management software that is cloud-based. As the administrator, you had to ability to determine who would have access to the program. Once a project was created in Basecamp, you had the sole discretion to determine what member of City staff could view the program. You would assign tasks within the program and communicate with the City's staff within Basecamp. Notably, the City Clerk, who is the Custodian of Records and responsible for responding to Chapter 119 requests, had limited access to Basecamp as determined only by you. Your actions violate Chapter 119 and constitute misconduct under Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

- B. On or about March 2020, you directed the installation of a private network for your own use, which was not connected to the City's network. Your direction included the installation of a modem and router in your office. As part of this network, you were able to conduct City business without the oversight of the IT Department, which is customary pursuant to City policy. As a result, the record-keeping and retention required by Chapter 119 was compromised, as the IT Department had no ability to maintain oversight over this network and your use of same. Your actions in violating Chapter 119 are violations of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).
- II. On, June 5, 2020, you sent a letter of termination to Suzanne Fisher and to the City Commission. Thereafter, you also emailed the letter of termination to all of the Department Heads. That letter of termination accuses Ms. Fisher of "highly unethical conduct," a perplexity for lying," "creating internal acrimony," and "making false charges," based on allegations of which you did not have any personal knowledge. According to the City's Personnel Policies and Procedures, "out of respect for our staff, it is the City's policy that matters involving the conduct and discipline of current or former City employees are not to be discussed in a public forum or with the general public." In fact, a 66-page presentation was created for the media about Ms. Fisher in the event that there were media requests related to her. Further, you shared Ms. Fisher's confidential and exempt PER-6 Complaint with certain members of City staff. Thereafter, the Complaint was improperly provided to the media by one of the recipients before the conclusion of the investigation. Your actions are serious policy violations and constitute violations of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).
- III. On or about February 2020, you contracted with Timothy Edkin to perform an assessment of the City's Information Technology Department to "determine the effectiveness of meeting the needs of key governmental operations, including an analysis and evaluation of the procedures and processes used to deliver essential services" to the City. Mr. Edkin was known to you as you had worked together for the City of Fort Lauderdale. On Mr. Edkin's first day of employment, he was appointed as the City's Interim Director of Information Technology. Given his unrestricted access to criminal data servers within the City, Mr. Edkin, at a minimum, was required to provide his fingerprints and a background check to the City pursuant to Florida Department of Law Enforcement (FDLE) regulations as well as City policy in order to preserve the integrity of the City's data. You were made aware of this requirement and refused to mandate same. Your actions refusing to mandate Mr. Edkin's compliance, among other things, demonstrate a conscious disregard of the City's interest and deliberate violation of the behavior expected from a City Manager, a willful violation of the standards set by the State of Florida, and is misconduct pursuant to Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

Additionally, as referenced above, on or about March 2020, at your direction, Mr. Edkin installed a private network, for your use, outside of the oversight of the IT Department. The network was not connected to the City's network. By performing your duties outside of the City's network, the IT department was unable to perform its duties in maintaining the safety and security of the City's information. Furthermore, the private network was not in compliance with Florida Statute Chapter

119. The direction you gave to create a private network, outside of the City's network, is a violation of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

Finally, Mr. Edkin was fully paid by the City in the amount of approximately \$64,000 before he provided his final assessment report, a condition of his Agreement with the City. You authorized payment to Mr. Edkin prior to receipt and review of this deliverable. This action demonstrates a conscious disregard of the City's interests and amounts to a deliberate violation or disregard of the reasonable standard of behavior which the City would expect of its City Manager. The payment of Mr. Edkin, in full, prior to receipt and review of his contractually-obligated assessment is a violation of Florida Statute Sections 443.036(29)(a),(b),(d), and (e). It should be noted that the City had already obtained an assessment of the IT Department in 2019.

- IV. On or about March 2020, you commissioned the creation of a television studio at the Arts Garage, a City-owned building. In order to accomplish this goal, you directed City staff to make purchases in excess of \$25,000, for various equipment to outfit the studio. You directed staff to make these purchases without following the City's procurement policies. The City's Purchasing Policies require a competitive solicitation process for purchases in excess of \$2500. Further, the policies require that "in the event a Department Director, or an authorized designee, determines that an emergency situation exists which require an immediate response, a contract may be awarded regardless of the amount of expenditure upon receiving City Manager approval. A purchase order will be issued by the Purchasing Department upon receipt of acceptable supporting documentation from the requesting department." Last, the City's Purchasing Card (P-Card) Policy provides, "Single or multiple purchases of goods, commodities and services that are equal to or more than \$2500 require departmental approval and may be made using the City of Delray Beach purchasing card, check request, or petty case." Your failure to follow the City's purchasing policies in procuring equipment for the television studio and your failure to properly document that the purchases for the television studio were an emergency is a violation of Florida Statute Sections 443.036(29)(a),(b),(d), and (e). Your failure to abide by the City's policies related to the use of purchasing cards are misconduct pursuant to Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

As part of your creation of a television studio, on or about March 2020, you hired Joshua Padgett as a Videographer who reported directly to the City Manager. Mr. Padgett was hired as a part-time employee at the rate of \$50/hour. Mr. Padgett is well-known to you as he was also employed by the City of Homestead. You hired Mr. Padgett without a posting of the position. City of Delray Beach Personnel Policy PER-20 states, "It is the policy of the City of Delray Beach to post every open position on the City's website and to utilize an online application process. Notwithstanding the foregoing, this policy shall not apply to positions that report directly to the City Manager, which include Department Heads, the Executive Assistant to the City Manager, and senior management staff positions with the City Manager's Office, such as Deputy or Assistant City Managers or Assistants to the City Manager." In addition, your hiring of Joshua Padgett at a wage greater than 20% of the minimum pay grade without proper documentation was in violation of City policy. The City's Personnel Policies require justification for salaries above the minimum level for a position. No memorandum detailing "exceptional considerations, such as advanced experience,

education/training, or qualification that significantly exceed the minimum requirements of a position” was put forth by you. Your actions show a conscious and substantial disregard for the City’s policies, is not the behavior expected of a City Manager, and is willful misconduct under Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

- V. You hired Jason King on or about March 2020. Mr. King is well-known to you as he was also employed by the City of Homestead. You directed City staff to reclassify a position in the City’s Utilities Department to accommodate the hiring of this employee for the City Manager’s office. The reclassification resulted in a position with a significantly higher job and pay grade classification. You did so despite the fact that the City was under an investigation by FDOH for reclaimed water and the Utilities Department was responsible for the issues related to reclaimed water. At that time, the City had engaged outside contractors to assist City staff in inspecting properties throughout the City. Mr. King’s starting salary was more than the 20% minimum salary level for this newly-created position. The City’s Personnel Policies require justification for salaries above the minimum level for a position. No memorandum detailing “exceptional considerations, such as advanced experience, education/training, or qualification that significantly exceed the minimum requirements of a position” was put forth by you. Your hiring of Jason King shows a conscious and substantial disregard of the City’s interests, violates the City’s policies, and is misconduct under Florida Statute Sections 443.036(29)(a),(b),(d), and (e).
- VI. The position created by you for Joshua Padgett directly reported to the City Manager. Accordingly, you were charged with reviewing and approving Mr. Padgett’s time sheets. Investigation revealed that you failed to take this action and/or failed to direct your staff to take this action, demonstrating a disregard of the reasonable standard of behavior the City would expect of an employee. It should be noted that on March 24, 2020, Caler, Donten, Levine, Cohen, Porter & Veil, P.A. issued an opinion on the City’s 2019 Comprehensive Annual Financial Report (CAFR), which included a management letter comment related to payroll processing. Specifically, the CAFR noted inaccuracies regarding time sheets processed for payment. You received a copy of the CAFR, including the management letter, on April 13, 2020. Your failure to review Mr. Padgett’s timesheets prior to processing same shows a conscious and substantial disregard of the City’s interests, violates the City’s policies, and is misconduct under Florida Statute Sections 443.036(29)(a),(b),(d), and (e).
- VII. The City’s Personnel Policies state that an employee’s “[r]efusal to fully and truthfully cooperate in a formal investigation related to the operation of the City, conducted by or at the direction of the City,” can provide a basis for disciplinary action. Investigation has revealed instances in which you were untruthful in your testimony concerning the events surrounding the Fisher investigation. Your failure to truthfully cooperate in the City’s formal investigation is a blatant violation of the City’s policy, completely contrary to the standards expected of a City Manager and constitutes serious misconduct in violation of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).
- VIII. On July 31, 2020, you authored a document entitled, “Written Complaint Pursuant to Section 112.318(6) Florida Statutes” (“Complaint”). In a subsequent memorandum provided to the Commission, City records, some of which were authored by you prior to your suspension, negated

the statements put forth in your Complaint and proved that the statements were, in fact, false. Upon information and belief, the Complaint was forwarded to residents of the City by you, causing widespread panic and concern. Your willful and deliberate dissemination of false statements constitutes a conscious disregard of the City's interests and a deliberate violation of the reasonable standards expected of any employee, especially a city manager. Accordingly, your conduct in authoring and distributing a document containing clear factual inaccuracies and misstatements is serious policy violation and constitutes violations of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

- IX. Upon receiving information that the Complaint was sent to residents of the City, City staff sought to obtain said emails pursuant to Chapter 119. To date, you have refused to provide same. Florida Chapter 119 imposes obligations on employees, including those who are suspended. Individuals who choose to conduct the business of the City using their personal email accounts, as was the case here, are subject to the mandates of Chapter 119 and are responsible for ensuring that their emails are maintained in accordance with public records laws. Your failure to comply with Chapter 119 constitutes violations of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

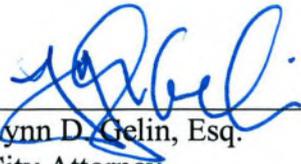
Violations of Chapter 119 can subject an individual to criminal or civil sanctions and, more importantly, subject the City to liability as well. Your flagrant disregard to comply with the simplest of policies is, bluntly stated, alarming. As the Commission has now been made aware, there appears to be a pattern of your noncompliance, ranging from your use of Basecamp against the advice of City staff, your direction to create a private network for your use, and your refusal to comply with Chapter 119. Your willful and deliberate conduct in disregarding the policies of the City (and the State) creates an unnecessary liability for the City and does not appear to be in accordance with the expectations any employer would have of its employees. Your deliberate conduct seemingly meant to circumvent public records laws is particularly egregious and against everything that government should stand for—transparency and openness.

Your intentional noncompliance with City policy is not isolated to Chapter 119. A recurring theme surrounding your refusal to comply with numerous City policies including, purchasing, personnel, and finance policies is evident throughout. However, as if your personal involvement in these matters wasn't enough, you hired your cronies to assist you with these efforts. In addition, you placed other members of City staff in the untenable position of having to stand by while you circumvented policies or risk repercussions. The foregoing conduct is a violation of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

Please be advised that a public hearing pursuant to 3.1(b) of your Agreement has been scheduled for Friday, October 23, 2020 at 10:00 am.

Sincerely,

OFFICE OF THE CITY ATTORNEY
CITY OF DELRAY BEACH, FLORIDA

By: 
Lynn D. Gelin, Esq.
City Attorney

cc: Carmen Rodriguez, Attorney for Mr. Gretsas
Shelly Petrolia, Mayor
Ryan Boylston, Vice Mayor
Shirley Johnson, Deputy Vice Mayor
Adam Frankel, Commissioner
Juli Casale, Commissioner
Jennifer Alvarez, Interim City Manager
Dr. Julia Davidyan, Internal Auditor