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**CITY OF DELRAY BEACH**



# **Investigative Report**

**October 12, 2020**

**SERVICE**

**PERFORMANCE**

**INTEGRITY**

**RESPONSIBLE**

**INNOVATIVE**

**TEAMWORK**

**TO:** The Mayor and City Commission  
**FROM:** Julia Davidyan, Internal Auditor  
**RE:** Investigative Report – City Manager George Gretsas  
**DATE:** October 12, 2020<sup>1</sup>

### **Background and Scope**

On June 24, 2020, the City Commission of Delray Beach voted to remove City Manager George Gretsas with cause pursuant to section 3.1 of the Employment Agreement between the City of Delray Beach and George Gretsas dated October 8, 2019 (the “Agreement”). On that date, Mr. Gretsas was suspended with pay pending a public hearing on the matter.

On July 7, 2020, the City Commission appointed Dr. Julia Davidyan, City of Delray Beach Internal Auditor, to conduct an investigation concerning Mr. Gretsas’ alleged misconduct in accordance with section 3.1(a) of the Agreement. Pursuant to same section of the Agreement, the Commission adopted the Written Charges (the “Charges”) against City Manager George Gretsas on August 24, 2020. This report provides for the analysis of Charges I through VII based upon reviews of relevant records and interviews of appropriate personnel and outside parties.

### **Approach**

As part of the investigation, the Internal Auditor performed the following:

- ❖ Conducted interviews and/or brief inquiries with 31 individuals, including current and former City personnel, as well as outside parties. Assistant City Attorney Kelly Brandon was present during such interviews, as needed, or schedule permitting. Mr. Gretsas, was contacted by email through his counsel, and has declined the opportunity to be interviewed (both before and after the Charges have been adopted). The following listing provides for the names and roles of the interviewed individuals:

#### *City Manager’s Office*

- Interim City Manager (formerly Purchasing Director) Jennifer Alvarez
- Assistant City Manager Allyson Love
- Executive Assistant to the City Manager Brenda Vega<sup>2</sup>
- Executive Assistant to the Assistant City Manager Amanda Vilain
- Intergovernmental Affairs Director Jason King
- Economic Development Director Gemma Torcivia<sup>3</sup>
- Public Information Manager Gina Carter
- Social Media Coordinator Ditmar Ingram
- Videographer Joshua Padgett

#### *Information Technology (“IT”)*

- IT Director Jay Stacy

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<sup>1</sup> This report was originally issued on 10/9/2020. Following a handful of minor typographical changes, the revised report is thus dated 10/12/2020. No substantive changes have been made since the 10/9/2020 version.

<sup>2</sup> Inquiry of Ms. Vega was made through email only.

<sup>3</sup> Ms. Torcivia had Counsel present during her interview.

- Former IT Director Jessica Cusson
- Assistant IT Director Don Marese
- IT Manager/Lead Engineer Jennifer Reynolds
- Technical Services Manager Dennis Zunnucci
- Application Support Specialist Ron Abbott
- Application Support Specialist Edgard Mendez
- Infrastructure Engineer I Miglena Hooks

*Information Technology (“IT”) Police Department*

- Technical Systems Manager Marlo Dahl
- Technical Support Analyst I Alexander Sharman

*Human Resources (“HR”)*

- Direct of HR Duane D’Andre
- Assistant HR Director Dot Bast

*Various City Departments*

- City Attorney Lynn Gelin
- City Clerk Katerri Johnson
- Director of Public Works Missie Barletto
- Fire Chief Keith Tomey
- Finance Director Marie Kalka
- Acting Purchasing Director Ilyse Triestman
- Emergency Manager Christopher Bell
- Public Information Manager (Police) Theodore White

*Outside Contacts*

- IT Consultant Tim Edkin (was appointed Interim Director of IT)
- Arts Garage President and CEO Marjorie Waldo

- ❖ Reviewed relevant City policies, such as: General Administration, IT policies (including IT Police Department General Order 363), Personnel policies, and Purchasing policies.
- ❖ Reviewed relevant Florida Statute, as outlined in the Charges, such as 443.036(29), which provides for definition of “Misconduct,” and Chapter 119, pertaining to Public Records.
- ❖ Obtained, reviewed, and analyzed records and files pertinent to this investigation, such as:
  - Allen Norton & Blue investigative report dated 7/2/2020 and supporting exhibits
  - Basecamp content, including teams, projects, documents, files, messages and emails created within the application
  - City email, calendar and OneDrive of Mr. Gretsas
  - Text messages provided by Mr. Gretsas as part of a Public Record Request (“PRR”)
  - Personal email account emails provided by Mr. Gretsas as part of PRR
  - Files, browsing history and other content of Mr. Gretsas’s iMac desktop computer (City issued)

- Files, browsing history and other content of Mr. Gretsas's MacBook Pro laptop computer (City issued)
- Content of the external hard drive (City issued) of Mr. Gretsas
- Responses from the City of Homestead to PRR submitted by the HR Department
- Response from the City of Fort Lauderdale to PRR submitted by the Internal Auditor
- Emails of Ms. Jessica Cusson pertaining to Basecamp and Criminal Justice Information Systems (CJIS)
- CJIS security policy technical compliance audit brief dated 8/13/2019
- Response letter to CJIS technical compliance audit dated 10/3/2019
- Comprehensive Annual Financial Report (CAFR) for the City of Delray Beach, including the management letter
- Online searches of sites such as sunbiz.org, LinkedIn, clustrmaps.com and neighbor.report (public address sites)
- Agreement and amendment, as well as vendor file for consultant Tim Edkin (TP Southern Charm LLC)
- Information Technology Assessment Final Report issued by Tim Edkin on 7/10/2020
- Various emails and invoices from Tyler New World pertaining to the purchases of TV broadcasting equipment, services and related items
- Personnel files of Jason King, Joshua Padgett, and Gemma Torcivia
- Various City job descriptions, pay grades, and other pertinent documented response from the HR Department
- City email, calendar and OneDrive of Joshua Padgett
- Time sheets and payroll approval emails, provided by Amanda Vilain
- Payroll reports of Joshua Padgett
- PowerPoint Presentation file and text messages provided by Jason King
- Gov. QA City's Public Records Request system
- Memorandum from Mr. Gretsas to the Mayor and Commission titled Organizational Structure, dated 03/18/2020
- Memorandum of response to Gretsas Letter Dated 7/31/20, issued by the City Attorney dated 8/3/2020, and clarification memo dated 8/4/2020

## **Finding**

Based on the aforementioned approach, this investigation finds the Charges as presented below to be supported. Following each Charge, an analysis is provided. The supporting files, which include pertinent records and examples referred to within this report are available for each Charge, in a separate file.

- 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, Mr. Gretsas implemented a software application known as “Basecamp” for which he designated himself as the administrator, outside the oversight of the Information Technology (“IT”) Department. Basecamp is a project management software that is cloud-based. As the administrator, Mr. Gretsas had to ability to determine who would have access to the program. Once a project was created in Basecamp, Mr. Gretsas had the sole discretion to determine what member of City staff could view the program. Mr. Gretsas 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 Mr. Gretsas. Mr. Gretsas’ actions violate Chapter 119 and constitute misconduct under Florida Statute Sections 443.036(29)(a),(b),(d), and (e).**

#### **Analysis of Charge I.A.**

*Background:* Email evidence suggests that on or about December 11, 2019, Ms. Cusson, IT Director at the time, was tasked with researching a cloud-based application known as Basecamp, for purposes of implementation for use in the City of Delray Beach.<sup>4</sup> The incoming City Manager Gretsas wanted to utilize this tool for project management, as previously used at the City of Homestead. Ms. Cusson sent a number of emails to the customer support team of Basecamp.<sup>5</sup> She made inquiries specific to the application’s compatibility with the City’s needs in terms of data recovery, backup and retention, and reviewed guides and other policies provided by Basecamp customer support. Mr. Marese, Assistant IT Director, also researched this application by posting a feedback request through the Florida Local Government Information System Association.

Ms. Cusson’s research concluded that since this was not an enterprise-type of application, only the account owner of Basecamp could manually export the data out of Basecamp for backup purposes. In an email dated December 13, 2019, she expressed concerns regarding IT’s ability to effectively manage this application to the Interim City Manager DeJesus. Ms. Cusson continued to collaborate with the City Attorney’s Office and the Purchasing Department regarding the process to procure this application while indicating that the account owner would be responsible for data back-up. Ms. Cusson understood that this application was a priority for the incoming City Manager and she looked into both trial and paid subscription options. She further noted that “[Gretsas] has requested his Assistant to begin getting familiar with the product before his arrival.”<sup>6</sup>

During the interview with Ms. Cusson, she indicated that to her knowledge, the IT Department did not register or open the Basecamp account for the City of Delray Beach. Furthermore, the IT Department was not provided with a user name and password, or any other means by which the

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<sup>4</sup> Ms. Cusson worked for the City of Delray Beach since June of 2016 and was promoted to the role of IT Director by Interim City Manager DeJesus on December 4, 2019. She resigned on February 18, 2020.

<sup>5</sup> Based on review of the emails exchanged with this application provider, it was noted that phone customer support was unavailable as well as no U.S.-based customer support, as the responses were coming from UK and Germany.

<sup>6</sup> Email from Ms. Cusson to Ms. Alvarez (Purchasing Director at the time) dated December 12, 2019.

use of the Basecamp application would have the proper IT oversight and comply with the City's IT-2 (current version IT-P0002) policy titled "*Use of Hardware, Software, and Data Resources*."

- An email dated January 7, 2020 sent by Basecamp customer support directly to Mr. Gretsas's City email said "Thanks for signing up for Basecamp 3." No other recipients or forwards of such email were noted. This suggests he signed up for this application as the account owner. Furthermore, according to Mr. Stacy (IT Director effective May 26, 2020), when Mr. Gretsas was placed on administrative leave, IT had to request a password reset using Mr. Gretsas's City email address and the new password being sent to that email address only (no alternative administrator or account user was available).
- During this investigation, no evidence of Basecamp backups being completed by Mr. Gretsas or any other City staff has been identified. Upon inquiry, Ms. Vega, Executive Assistant to the City Manager, responded that at no point has she been tasked by Mr. Gretsas to backup Basecamp. Mr. Stacy, IT Director, completed the only known backup of the Basecamp application content on August 4, 2020 and made it available to the City Attorney, City Clerk and Interim City Manager. A scan of the City's systems completed by the IT Department did not return any hits on prior backups available. Furthermore, none such backups were noted upon review of the equipment assigned to Mr. Gretsas (i.e. iMac, MacBook, external hard drive).
- As the account owner, Mr. Gretsas managed the access of invited or assigned Basecamp users, their project creation or viewing permissions. He also had the ability to archive or place items in the "trash."<sup>7</sup> Upon assignment of access to a group of users, Mr. Gretsas requested Ms. Vega to schedule a Basecamp training for said users. An email to Ms. Vega, dated February 9, 2020, included the list of "everyone on the account." Notably, no staff or director from IT were included.<sup>8</sup> Ms. Cusson stated she heard about Basecamp trainings taking place from another member of the executive leadership team, but was never invited to one. Ms. Johnson, City Clerk, and Ms. Barletto, Director of Public Works, both attended the Basecamp training, which was conducted by Mr. Gretsas himself. During their respective interviews, neither recalled any directives or training pertaining to backup of files or Basecamp data retention expectations from users. Ms. Johnson also indicated she could only view or access projects assigned to her and no other staff from the Clerk's Office had access to Basecamp. Further review of Basecamp revealed that Mr. Edkin, an IT consultant contracted by Mr. Gretsas, who was appointed as the Interim IT Director, was given access to a limited number of projects or to-dos assigned to his area. Mr. Edkin did not administer Basecamp or provide any oversight of this application.
- Basecamp activity and email correspondence reviewed suggests that Mr. Gretsas encouraged and expected utilization of the application, and its frequent updating by the assigned users.<sup>9</sup> As

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<sup>7</sup> Basecamp items in "trash" notice states they "...will be permanently erased 25 days after they were trashed. The data may remain on Basecamp's internal systems and backups up to 30 days before it's completely destroyed."

<sup>8</sup> Other departments not represented included: City Attorney Office, Police, Neighborhood and Community Services.

<sup>9</sup> Email dated April 27, 2020 from Mr. Gretsas to a number of staff members said "[Basecamp] works best when we check it regularly and use it." Some users of Basecamp who were interviewed during this investigation, shared that they felt it was a duplication of efforts, others did not appreciate the late night or weekend notifications popping-up on their phones (staff was asked to download and use the Basecamp phone app as well) for non-emergency to-dos or assignments.

of the date of Mr. Gretsas's administrative leave, Basecamp included nearly 140 projects. One such project was titled "Cross Connection Issue." This project was created by Mr. Gretsas on February 3, 2020. He granted access to this project to a small group of users. Ms. Johnson, City Clerk was not one of them, and at no point was she granted access to this project. This project included extensive commentary, to-dos, exchanges of files, letters, messages and within-application emails. A printed content of this project snapshot view runs approximately 80 pages. The investigation identified two public record requests R002066-042220 (dated April 22, 2020), and R002196-052020 (dated May, 20, 2020), pertaining to this very project. The Basecamp project content and files applicable to these public record requests were never provided to the requester. Review of Mr. Gretsas's City email account suggests that the City Clerk frequently informed him of submitted public record requests. In other cases, the resident or requester included Mr. Gretsas in their emails and communications with the Commission or other City staff. Notably, as the sole administrator and account owner, Mr. Gretsas failed to produce (or direct staff to produce) Basecamp files that would have been subject to the two public record requests, even after the requester of the records continued to question the "very light" content they received from the City.

- The administration of the Basecamp application, whereby Mr. Gretsas determined and limited the access to certain users and certain projects is further highlighted in the "Cross Connection Consultant" project. This project was created by Mr. Gretsas at 1:07am on March 6, 2020. Access was granted to Ms. Love, Assistant City Manager and Mr. DeJesus, Fire Chief at the time. A note entered by Mr. Gretsas stated "I have limited access to just the 3 of us." Mr. DeJesus texted Mr. Gretsas on March 8, 2020, inquiring about this to-do item being placed in the "trash" in Basecamp. When Mr. Gretsas responded back that he thought it was closed-out, Mr. DeJesus responded with "No worries, as long as no one else can see it."
- Mr. Gretsas utilized the Basecamp application for personal use. Specifically, on May 18, 2020 Mr. Gretsas created a project in his name ("George") in Basecamp, where he assigned various to-dos and tasks, including upload of notes and comments. This activity was ongoing through June 14, 2020. Such personal use of a presumably operational software application designed for the City's project management needs, further suggests deliberate intent to forgo administration or unrestricted access of this tool by the City Clerk or City's IT Department, for purposes of compliance with Chapter 119.

**B. On or about March 2020, Mr. Gretsas directed the installation of a private network for his use, which was not connected to the City's network. Mr. Gretsas' direction included the installation of a modem and router in the City Manager's Office. As part of this network, Mr. Gretsas was 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 Mr. Gretsas' use of same. Mr. Gretsas' actions in violating Chapter 119 are violations of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).**

### **Analysis of Charge I.B.**

*Background:* According to Ms. Cusson, in preparation for the new City Manager, IT had configured a workstation (Windows operating system) based on the set-up of the Interim City Manager at the time. Mr. Gretsas, however, wanted to use a Mac (Macintosh operating system) desktop computer instead. Ms. Cusson stated she expressed to Mr. Gretsas her concerns regarding the use of a Mac from an enterprise perspective (i.e. lack of connectivity with the City-wide network and directories, lack of patching ability and other customary security monitoring), and the compatibility of the City's software products and applications in use with a Mac, that could not be guaranteed or fully supported.<sup>10</sup> Mr. Gretsas insisted, and IT proceeded with the set-up as requested. As a workaround, his Mac desktop (iMac) was configured with a plug in Envoy brand external hard drive for purposes of data retention, since the computer was not otherwise connected to the City's network drives and directories for routine backup and synchronization.<sup>11</sup> A City issued Linksys router/modem was installed to allow for internet connectivity while still within the boundaries of the government tailored firewall, and security scanning and ongoing maintenance oversight of the City's IT. In other words, Mr. Gretsas's computer was isolated or off-line from the City's network but protected by the City's firewall and router configuration while accessing internet and email.

- During the interview with Ms. Cusson, she recalled Mr. Gretsas wanting the administrative privileges to the iMac computer. This would mean he could download and install any software and make any configuration modifications to the device, which posed a security vulnerability. Ms. Cusson insisted that according to policy, IT maintains oversight of City issued equipment, which includes administrative rights. She recalled Mr. Gretsas stating "I am the king of the castle, I tell you what to do and not the other way around." Ms. Cusson further said that IT was not permitted to set-up the frequency of backups to the external hard drive either. According to Cusson, Mr. Gretsas stated that he did not trust IT and she recalled him asking "How can I clean up the City if people can see what I am doing?"

The set-up and configuration of Mr. Gretsas's equipment posed a number of inconsistencies and violations to the City's IT policies, such as: IT-2 (current version IT-P0002) policy titled "*Use of Hardware, Software, and Data Resources*," and IT-6 (current version IT-P0006) policy titled "*Accessing the City's Internet Account/ Information Security*." Ms. Cusson's concerns grew as Mr. Gretsas demanded to have full control of the City-issued device. She indicated that she shared the IT policies via email and verbally but was not able to secure any

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<sup>10</sup> Mac devices are common in graphics, video editing and other production environment settings. They are not commonly used in a typical business enterprise or government operation due to technical differences in the operating systems' designs, and IT's ability to oversee networks that are secure, with easily managed file directories and user profiles. Refer to an email dated January 23, 2020, sent to all City employees regarding a routine patching, which would otherwise not apply to Mac computers. Ms. Carter, the Public Information Manager for the City, and Mr. White, the Police Department Public Information Manager, are the only known Mac desktop computer users, given the nature of her position and the business need. They also have a Windows computer assigned to be able to access City network drives and applications.

<sup>11</sup> The cost of the iMac was \$3,026.98, and the Linksys router with cables was \$115.01, and the Envoy external hard drive was \$489.92.



justification or memorandum from the City Manager's Office that would substantiate an IT policy change or exemption.<sup>12</sup>

- Review of Basecamp project "1:1 Tim Edkin Information Technology" and interviews with staff provide that on or about March 9, 2020, Mr. Gretsas directed Assistant City Manager Love and the IT consultant Mr. Edkin, to proceed with installation of "internet services" in his office at City Hall. The existing router (City issued) and network set-up were replaced with a separate Comcast Business equipment to access the internet. Ms. Reynolds, IT Manager/Lead Engineer was tasked with the contract and appointment installation coordination. Ms. Hooks, Infrastructure Engineer I, was present at the time Comcast installation was taken place. IT ticket #123405 updated by Ms. Hooks stated that "...the installation was completed, a static IP address was assigned and the equipment was left with the Comcast generic SSIDs and password. Waiting for instructions on moving the network from the Linksys [City equipment] to Comcast." From that point onward, password changes and reconfigurations are believed to have been done by Mr. Edkin, IT consultant.<sup>13</sup> During his interview, Mr. Edkin was asked about the Comcast internet installation, and any security risks involved with this set-up, but expressed no concerns. However, under this new set-up, the City IT relinquished oversight of any internet access, traffic, web browsing or possible outside hacking attempts, as this connection established a completely private network for Mr. Gretsas. His internet connectivity was no longer under the City's robust firewall but under the generic Comcast firewall, thus increasing security vulnerability. An exchange of text messages between Mr. Gretsas, Mr. Edkin and others on May 23, 2020, further suggests that Mr. Gretsas was made aware, that it is important for an IT Department to maintain control over web access due to security, network control, and policy implementation reasons.<sup>14</sup>

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<sup>12</sup> It could not be confirmed whether Mr. Gretsas had reviewed the policies provided by Ms. Cusson. The first evidence of a potential policy review was found in an email sent to Mr. Gretsas's assistant dated April 13, 2020, requesting a video call with the IT consultant Edkin and Ms. Love as follows: "...re I.T. Policies. Not urgent. Late this week or when Tim gets back." No resulting revisions or changes were noted.

<sup>13</sup> Interviews with a number of IT department staff revealed a repeated comment whereby IT support staff would be called into the City Manager office for printer installation, other equipment assistance or troubleshooting, and upon arrival were asked to wait outside the office door while only Mr. Edkin was permitted to go inside.

<sup>14</sup> In a set of text messages provided by Mr. King (which were surprisingly missing from the 679 pages of text messages Mr. Gretsas released as part of a Public Records request on or around July, 2020), on May 23, 2020 at 1:36 PM, there was a group text message between Mr. Gretsas, Mr. Edkin, Ms. Love, Ms. Torcivia and Mr. King. The exchange started with Mr. Gretsas requesting a 10 minute conference call with the text message participants. Following this call and towards the evening hours, it appears that Mr. Edkin, IT consultant was briefing Mr. Gretsas regarding a software application called Websense that "... logs sites visited and denies visiting nefarious sites. Does not capture images of what is logged... FTL [Fort Lauderdale] dumped it a couple years ago because the Firewall they bought DOES THE SAME THING. IT has to have tools to control web access for many reasons – security, network control, policy implementation, etc. Websense is a logger and controller, not a monitor." Next, Mr. Gretsas sent a text message with a link to a South Florida Times article from August 21, 2008 titled "Commissioner's Internet activity secretly monitored." At 7:45 PM that evening, Mr. Gretsas asked Mr. Edkin, "Tim – please send him the link to the article. Thanks." Mr. Edkin replied, "Send Jay [Stacy]?" and Mr. Gretsas response with "Yes please." Mr. Edkin responded back with "He [Mr. Stacy] said all he remembered was if the logs were a public record or not and Harry said no – it was a computer log. I do remember that discussion." During an inquiry with Mr. Stacy, IT Director effective May 26, 2020, he noted that Mr. Edkin, consultant and Interim IT Director, contacted him regarding this article and whether the application Websense, that was used in the past at the City of Fort Lauderdale, created any "drama." Mr. Stacy explain that the use of this application at Fort Lauderdale was not a secret as the public became aware of it when an employee was fired a few months earlier due to their internet traffic flagged by this application. Mr. Stacy shared a link to the aforementioned articles, which are available in the supporting files of this report. It remains undetermined

- A review of the iMac desktop computer and the external hard drive revealed an inconsistent pattern of backups ranging at times from daily to no backups in 18+ days. Additionally, it was discovered that all of the files (approximately 200) in the *downloads* folder disappeared between the last backup on June 23, 2020 night (11:45pm) and the first one on June 24, 2020 (12:49 AM).<sup>15</sup> Mr. Gretsas was placed on administrative leave during the Special Commission meeting on the afternoon of June 24, 2020. Thus, the deletion of all downloads files appears intentional and constitutes violation of Chapter 119.
- A review of the iMac desktop computer and hard drive further confirmed that Mr. Gretsas had the administrative rights to this City issued device. An attempt to delete a backup file was successful and required just the entry of Mr. Gretsas's password PENCIL.<sup>16</sup> This suggests that deletions of other backups were possible and could prevent compliance with Chapter 119. Furthermore, an attempt to disable the antivirus software on same device was also successful. Additionally, there was no indication that outside of Basecamp and email, any other City applications were accessed, which would be reasonably expected as a business need for the City Manager position, based on the duties of this role.<sup>17</sup>
- A review of the laptop Mr. Gretsas had IT purchase for him (MacBook Pro - i9 – “custom build”) on or around March 2020, revealed similar findings.<sup>18</sup> The same password (PENCIL) permitted deletion or ability to disable functionality. This laptop had no connection to the City's network, and no backups associated with its content were found on the external hard drive that was assigned to Mr. Gretsas for purposes of data backups and retention. Unlike, the desktop iMac, this device appeared to have very limited use. It appears to have been predominantly used for internet browsing, as no common programs or applications were set-up or operational (i.e. Outlook, Word, PowerPoint). Thus the use of this device also compromised compliance with Chapter 119.
- It was further noted that MacBook Pro (i9 – 16 GB Ram, 16 inch) laptops and service plans and accessories were also purchased in April 2020 for Ms. Torcivia, Economic Director, and Mr. King, Intergovernmental Affairs Director, upon their hiring. The cost of each was approximately \$3,060. A cheaper alternative was offered by IT, but the more expensive model was ordered because “...both Jason and Gemma prefer the 16inch laptops as quoted,” (Per

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why Mr. Edkin, and/or Mr. Gretsas were looking into the Websense application while working for the City of Delray Beach, but the August 21, 2008 article did note Mr. Gretsas was the City Manager of Fort Lauderdale at that time.

<sup>15</sup> This folder on the iMac would include any files downloaded from email, Basecamp or such that were sent to this Mac device via AirDrop capability among other Apple/Mac devices. *Documents* and *Desktop* had substantially fewer and/or different files than the ones found in the *downloads* folder.

<sup>16</sup> This password was changed following its mention in this report to maintain the integrity of the City asset. It is presented as a point of reference of the arguable simplicity of the password used to access both the iMac and the MacBook Pro.

<sup>17</sup> City applications such as Tyler New World (which is used for General Ledger, Budget, Purchasing, Accounts Payable, Payroll and Human Resources) or Legistar Granicus (used for agenda review), were not accessed, which would have been a likely business need for this role.

<sup>18</sup> This MacBook is considered a high-end laptop among the various MacBook alternatives that is suitable for video editing and graphic design. The cost of this laptop, including a 3 year service agreement was \$3,450.11. The business need for such a device, in addition to the iMac Desktop (\$3,026.98), while both devices are not connected to the City's network files, remains unknown.

email dated April 3, 2020 from Ms. Vega, Executive Assistant to the City Manager). In addition to the MacBooks, each staffer had a separate Windows OS desktop computer in their respective workstations at City Hall for purposes of accessing City's network files.<sup>19</sup> The significance of the use of Mac devices is noted due to the AirDrop functionality. When using WiFi internet connection and Bluetooth connectivity, it allows for Mac users to send each other files (aka "AirDrop" them) and they end up in the *downloads* folder on their devices. There are no history logs functionality available which provides who sent the file or when. It is believed that Mr. Gretsas utilized this functionality once the Comcast internet was installed in his office. In fact, according to Ms. Carter, Public Information Manager, she understood it to be the preferred method of file sharing with Mr. Gretsas. During her interview, she recalled "Airdropping" a Covid-19 press release file to Mr. Gretsas while in his office to be edited live during a meeting. When she told Mr. Gretsas that she had emailed the file to him, he stated that she should just AirDrop it instead. This file was subsequently identified on Mr. Gretsas's iMac desktop. The use of AirDrop is problematic, as it prevents the ability to trace documents and files, in other words, who sent them or from which device, and compromises compliance with polities and Chapter 119.

- A review of Mr. Gretsas's emails and an interview with Mr. Marese, Assistant IT Director, further revealed that Mr. Gretsas had been assigned two trainings on March 9, 2020 by the *KnowBe4* solution used for City staff training: Cybercrime and Pushing Fundamentals. As of the date of his administrative leave, Mr. Gretsas failed to complete these two trainings. He received three reminders on the following dates: March 30, 2020, May 11, 2020, and June 23, 2020. According to Mr. Marese, the IT Department is utilizing this tool for both training and targeted phishing emails. Of the nearly 860 staff who got these trainings assigned, about 50% had completed them. Arguably, the City Manager, as a head of the organization would be expected to lead by example and encourage staff to continue being aware and informed of the cyber risks, especially in the governmental setting and given the remote nature of the work force during Covid-19. In addition, Mr. Gretsas's profile was listed at 28.6% Phish-prone rate, given two failures of emails opened/clicked as part of the ongoing phishing emails training.

Collectively, Mr. Gretsas' actions in regards to the administration of the Basecamp application and use of a private network represent a deliberate disregard of City's IT policies related to data backup and retention, security and overall system integrity of the City, which in turn present violations of Chapter 119 and Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

**II. On, June 5, 2020, Mr. Gretsas sent a letter of termination to Suzanne Fisher and to the City Commission. Thereafter, Mr. Gretsas 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 he 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**

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<sup>19</sup> During her interview, Ms. Love, Assistant City Manager noted that she also had a MacBook laptop in addition to the Windows OS laptop, but that she hardly used the MacBook. It has not been confirmed how or when this device was acquired.

**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, Mr. Gretsas 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. Mr. Gretsas’ actions are serious policy violations and constitute violations of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).**

### **Analysis of Charge II.**

*Background:* According to the independent investigation report by the Law Firm of Allen, Norton & Blue (“ANB Report”), Ms. Fisher, Assistant City Manager, first complained verbally about Mr. Gretsas’s behavior after a May 14, 2020 incident. The ANB Report stated, that following her reaction to that May incident, Ms. Fisher “...believes that he [Mr. Gretsas] started gathering information about her... to find things that she has done in the past to get her off his team,” (page 16). The ANB Report further noted that Ms. Barletto, stated in her interview that Mr. Gretsas called her “...to ask to contribute to the amassing of evidence against Ms. Fisher and Ms. Fisher is her boss,” (page 16).

On Friday June 5, 2020, Mr. Gretsas sent Ms. Fisher, Assistant City Manager, a notice titled “Pre-Discipline Conference Notice – Wednesday June 10 at 10:00am” (“Notice”). This Notice was sent to Ms. Fisher while she was on an approved FMLA leave, which she started on or about May of 2020. In this notice, Mr. Gretsas listed a series of allegations that would suggest a supporting investigation was completed. The Notice email concluded with a statement that Ms. Fisher should not hesitate to contact the HR Department with any questions prior to the date of the pre-discipline conference date. However, it was Mr. Gretsas who supposedly had conducted this investigation, while securing records from a number of City staff who are not part of HR. This would have been the first time HR had been made aware of Mr. Gretsas’s allegations and investigation into Ms. Fisher.

City’s Personnel Policies section 9 – *Employee Discipline* outlines the procedures for employee discipline (ranging from verbal counseling and up to an administrative leave, suspension or dismissal) and provides that “...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.” Such procedures further suggest that it is customary for the Human Resources Department to conduct investigation and/or to be involved in disciplinary matters of City employees. For instance, the procedures state that “Department Directors and the Human Resources Director may temporarily relieve an employee from duty when they feel that such immediate action is necessary. This administrative leave from duty shall be documented in a signed memo and shall be effective until the next business day, or until an investigation has been completed.” The separation of the investigation aspect (conducted by the HR Department or an independent firm or agency) from the final disciplinary decision made by a City Manager, ensures fairness to the employee and consistency of the employee discipline procedure. Furthermore, it has been a long standing practice at the City for the HR Department to complete such investigations. On or around September 2019, in a matter pertaining to Assistant City Manager Gardner-Young, the HR Department conducted the investigation and provided a summary

memorandum and recommendations to the Interim City Manager DeJesus for his disciplinary decision regarding his direct report. In the case of Assistant City Manager Fisher, Mr. Gretsas acted as the judge and jury by conducting the investigation, and concluding on the discipline at the same time.

The Notice was emailed to Ms. Fisher on Friday June 5, 2020 at 8:49 PM with a “read receipt” confirmation, but such response confirmation was not received. Mr. Gretsas sent a request to Mr. Stacy, IT Director on Monday June 8, 2020 at 4:06 AM to check if Ms. Fisher had read the Notice mail. He also asked Mr. Stacy to obtain all the emails of Ms. Fisher “... from Jan 1, 2020 to present on a usb for me as early today as possible?”<sup>20</sup>

On Wednesday June 10, 2020, Ms. Fisher submitted to the City PER-6 Notice of Complaint of Discrimination, Harassment, Bullying, and Retaliation against Mr. Gretsas, and as the named person, this complaint was shared with Mr. Gretsas. Administrative Policy PER-6 *Policy Against Discrimination, Harassment and Bullying* states that “All complaints will be kept as confidential as possible under the applicable law.” Within minutes, Mr. Gretsas proceeded with forwarding the complaint email and its attachments to Ms. Love, Assistant City Manager, Ms. Torcivia, Economic Development Director, and Mr. King, Intergovernmental Affairs Director. Such individuals have not be named in the complaint and would otherwise have no immediate need in being informed of a complaint prior to the conclusion of its investigation.<sup>21</sup> It is was also noted that the same treatment was afforded to Mr. Samuel Metott, Director of Parks and Recreation, who had submitted a PER-6 complaint against Mr. Gretsas on June 11, 2020. Mr. Gretsas forwarded this complaint with its attachments to the same three staff members (Ms. Love, Ms. Torcivia, and Mr. King), whom are not part of the HR Department and were not named in the complaint. Mr. Gretsas’s actions go against the confidentiality provided in the City’s Administrative Policy and constitutes a breach of confidence and trust of City employees.

The next morning, June 11, 2020, Mr. Gretsas sent the entire Pre-Discipline/Termination notice of Ms. Fisher to the executive leadership team. This was done prior to Ms. Fisher being afforded the opportunity to have the noticed hearing or to provide her response to the allegations, dating back to 2014.

Interviews with staff, review of Mr. Gretsas’s emails and text message communications with individuals outside the City, as well as communications with Ms. Love, Ms. Torcivia, and Mr. King, suggest an extensive investigation, research, and preparation of documentation pertaining to Ms. Fisher were ongoing for a period of time, starting from before June 5, 2020 notice and through Mr. Gertsas’s administrative leave date of June 24, 2020. The approach and methods employed

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<sup>20</sup> According to Ms. Reynolds, IT Manager/Lead Engineer, she was tasked with researching with the Microsoft Office 365 service provider of the City emails, whether the Notice email had been read by Ms. Fisher. The response was inconclusive. It appears that as a result Mr. Gretsas also sent Ms. Fisher a text message with the Notice wording from the email pasted in it on the evening of Monday June 8, 2020. Ms. Fisher responded to Mr. Gretsas’s Notice on Tuesday June 9, 2020 at 9:48am. A Notice letter was never sent to Ms. Fisher via regular or overnight mail. It should be noted that it is a customary HR practice to send an overnight letter as it relates to discipline notices and other cases when an employee is on an approved leave of absence, and as such may not be checking City email address regularly.

<sup>21</sup> It is reasonable to assume that if City staff were to be asked to be interviewed as part of the investigation, pertinent information about the complaint would have been provided to them at that time by the investigator.

were arguably unconventional. More importantly, the methods employed created a potential for a liability for the City, especially where sensitive fact-finding was conducted without proper procedures of an external investigation or HR present, and confidential (at the time) PER-6 complaint information released prior to the conclusion of the independent investigation. The following are some notable examples:

*Leading to the June 5, 2020 Notice:*

- Text messages dated June 1<sup>st</sup> and 2<sup>nd</sup> of 2020, provided by Mr. Gretsas, between him and “Rick,” suggest this non-employee of the City was assisting in coordination of a meeting on June 2, 2020 between Mr. Gretsas and Ms. Tonya Smith, an Out of School Program Coordinator at the Parks and Recreation Department to obtain information regarding Ms. Fisher. On June 4, 2020 at 12:29 PM, Mr. Gretsas received a text message from a former HR Director, Tennille Decoste with a mobile number of Rashod Smith, Recreation Supervisor at the Parks and Recreation Department. There was a phone conversation between the two. Mr. Smith emailed Mr. Gretsas that same night (9:11 PM) an email from 2014 pertaining to Ms. Fisher.
- A review of Mr. Gretsas’s email account revealed a total of 23 emails from the year 2014 sent to him by Mr. Zunnucci, Technical Services Manager, between 11:27 PM and 11:40 PM the night of June 4, 2020. When asked during his interview, Mr. Zunnucci stated he did not conduct any search of 2014 emails for Mr. Gretsas. He stated he did not work that evening of June 4, 2020 around 11:30 PM. Mr. Zunnucci checked his email account and did see these 23 emails in his “sent” emails folder, but could not explain how such activity had occurred. Next, this email activity was discussed with Mr. Zunnucci and Mr. Don Marese, Assistant IT Director in an attempt to explain the sequence of events. It was noted based on these inquiries that on or around May 18, 2020, Mr. Edkin, IT consultant requested IT staff to download onto a USB flash drive a large number of older emails (believed to be from 2014). Mr. Edkin also requested an unassigned Windows operating system laptop in order to load on such a device these Outlook email files (pst). While configuring this “blank” laptop for purposes of Outlook email access, Mr. Zunnucci recalled being asked by Mr. Edkin to assist with the log on process to the device and Outlook account. Mr. Zunnucci recalled that for some reason, Mr. Edkin attempted to set-up Outlook using his personal Gmail account and such attempt had failed. Thus, Mr. Zunnucci was asked to enter his credentials (City user name and password) and the Outlook configuration was successful. In a text message dated June 6, 2020 between Mr. Gretsas and Mr. Stacy, IT Director, Mr. Gretsas stated “Hi, Jay. Tim [Edkin] lent me one of your laptops but now it’s asking for a username and password. Thoughts?” It is believed that this laptop and account were used by Mr. Gretsas to retrieve the 2014 emails on the night of June 4, 2020, while appearing as being sent from Mr. Zunnucci’s account. This laptop was retrieved and returned to the IT department following Mr. Gretsas’s administrative leave.
- On June 5, 2020 around 1:19 AM, Mr. Gretsas sent from his City email, two emails containing images of the City of Delray Beach payroll reports for the Golf Course, to the following email of his former place of employment: [ggretsas@cityofhomestead.com](mailto:ggretsas@cityofhomestead.com).<sup>22</sup> It was further noted that

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<sup>22</sup> It was also discovered that Mr. Padgett, a Videographer for the City of Delray Beach, sent two emails (on April 22, 2020 and on June 4, 2020) to another email address at the City of Homestead, one pertaining to Mr. King,

Mr. Gretsas sent from his City of Delray Beach six other emails to this same City of Homestead email account between the dates of February 22, 2020 and June 21, 2020. The topics of these emails included examples such as Ric-Man company, Duel Check Valve images, and Fire Station CIP. It has not been determined why Mr. Gretsas is utilizing this email address in the course of his employment as the City Manager for Delray Beach.

- Ms. Torcivia, Economic Development Director was sending Mr. Gretsas text messages the night of June 4, 2020 and the morning of June 5, 2020, in regards to the matters under investigation. She was also a recipient of emails sent by Mr. Gretsas to her and Ms. Love with agreements and contracts pertaining to the Golf Course. Ms. Kalka, Finance Director, received a text message from Mr. Gretsas the evening of June 4, 2020 asking whether Andy Reeder, the alleged boyfriend of Ms. Fisher was a City employee. She was further asked to provide Golf Course payroll files and contracts, as evidenced by emails she sent Mr. Gretsas on June 4, 2020 and June 5, 2020.
- On the morning of June 5, 2020, Mr. Gretsas, through Ms. Love, Assistant City Manager and co-worker of Ms. Fisher, requested a search of emails to be undertaken by the IT Director Stacy. Specifically, the request was to search 18 key words and names as well as "...anything involving golf, Delray Beach GC or Any reeded needed to come to George ASAP, and then search the other items/names." Ms. Love was also consulted for input and review of the draft notice Mr. Gretsas prepared to send Ms. Fisher.

*After the June 5, 2020 Notice was issued:*

- As per text messages provided (June 8, 2020, and June 9, 2020), Ms. Torcivia continued to research information pertaining to Ms. Fisher and provide updates to Mr. Gretsas. She appears to have been also involved in the revised pre-discipline notice letter as she says in a June 9, 2020 text message: "We should do formal letter that we fed ex or send certified mail confirming the new date of June 15... Ok I will draft one for your review."<sup>23</sup> Ms. Torcivia continued her research. A text message from June 22, 2020 suggests she emailed "the golf stuff" to Mr. Gretsas.
- Mr. King, Intergovernmental Affairs Director appears to have been actively involved in the investigation into Ms. Fisher, and specifically examination of files from 2016. In an email dated June 11, 2020, he provided Mr. Gretsas (with copy to Ms. Love and Ms. Torcivia) a list of the documents needed to be obtained from HR. Mr. King provided Mr. Gretsas with a 77 page file on June 22, 2020 (3:01 PM) with documents gathered pertaining to Ms. Fisher. On June 22, 2020 (4:01 PM), and prior to the independent investigation on Fisher's PER-6

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Intergovernmental Affairs Director for the City of Delray Beach: [jking@cityofhomestead.com](mailto:jking@cityofhomestead.com) These emails included links to videos and work product related to the City of Delray Beach. It is unclear why active employees of the City of Delray Beach utilizing emails of their former employer.

<sup>23</sup> It was noted that during her interview, with her Counsel present, Mr. Torcivia insisted she did not draft any documents or reports and was simply researching the Golf Course contract as part of her position as an Economic Development Director. She also did not recall being directed by Mr. Gretsas to investigate Ms. Fisher. Another text message from Ms. Torcivia to Mr. Gretsas, dated June 11, 2020, suggests that following the PER-6 complaint filed by Mr. Sam Metott (same day), she and Mr. King were going to draft "independent statements" regarding this matter, as directed by Mr. Gretsas.

complaint being concluded, Mr. King, released to a reporter (Michael Diamond) both the June 5, 2020 Notice Mr. Gretsas sent Ms. Fisher, as well as the confidential (at the time of the ongoing investigation) PER-6 complaint submitted by Ms. Fisher. In his email to the reporter, Mr. King acknowledges that the investigation is confidential and that “when the City concludes its investigation, the report will be public record and available to the media.” However, Mr. King released the very complaint form PER-6 which triggered the investigation, prior to its conclusion. Mr. King forwarded his response to the reporter to Mr. Gretsas after it had been sent. The release of the complaint document further coincides with the fact that on the same day, Mr. Gretsas was interviewed as part of that investigation, thus suggesting the possibility of an intentional release of such information to the reporter.

- During his interview Mr. King stated he was not asked by Mr. Gretsas to look into matters pertaining to Ms. Fisher or to conduct an investigation. He stated that he performed his research based on his professional judgement and his understanding of the responsibilities that are part of the Intergovernmental Affairs Director job description. Mr. King further stated that in an anticipation of media requests, he prepared a PowerPoint presentation (66 pages/slides) titled “The Termination of Suzanne Fisher,” a draft of which, he said he shared with Mr. Gretsas. Coincidentally, the file properties of the PowerPoint presentation provide that Mr. King had authored this file on June 10, 2020 at 8:50 PM, about three hours after he had been made aware, by Mr. Gretsas himself, of Ms. Fisher’s PER-6 complaint (including all of its supporting files).<sup>24</sup>

The extensive use of time of highly compensated and ranked City staff by Mr. Gretsas, as part of and in the course of the Fisher investigation, is concerning. The actions undertaken by Mr. Gretsas or by staff, at his directive, are serious City policy violations and constitute violations of Florida Statute Sections 443.036(29)(a),(b),(d), and (e).

**III. On or about February 2020, Mr. Gretsas 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 Mr. Gretsas as they 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. Mr. Gretsas was made aware of this requirement and refused to mandate same. Mr. Gretsas’ actions**

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<sup>24</sup> It should be noted that a file creation or authorship date does not indicate it had been finalized on that date. An email request with additional “Documents needed” was sent by Mr. King on June 11, 2020, at 7:34pm to Ms. Gretsas (copy to Ms. Love and Ms. Torcivia), suggesting he continued working on this presentation. These requested documents were part of the slides in the PowerPoint presentation. It was also discovered that this presentation included a number of documents which are exempt from public record due to their nature (health information) and it remains unclear how Mr. King obtained such records. When asked, he could not recall specifically where all his files came from. HR has not provided such medical records to Mr. King.



**in 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 the direction of Mr. Gretsas, Mr. Edkin installed a private network, for use by Mr. Gretsas, outside of the oversight of the IT Department. The network was not connected to the City's network. By performing his duties outside of the City's network, the IT department was not able 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 given by Mr. Gretsas 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. Mr. Gretsas 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.**

### **Analysis of Charge III.**

*Background:* At the City of Delray Beach, the IT department houses the criminal records data servers in its location at City Hall and not over at the Police Department. As such, certain requirements that are specific to the security and access of such criminal records apply to IT staff, contractors and even janitorial service providers who have access to that area. The Criminal Justice Information Services ("CJIS") Security Policy (a 253 page document), issued by the U.S. Department of Justice, Federal Bureau of Investigations, Criminal Justices Information Services Division, outlines all such requirements and states as follows: "The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI [Criminal Justice Information]. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information."

In addition, General Order 363 from the City of Delray Beach Police Department, identifies minimum CJIS personnel security training levels and fingerprinting requirements for the City, in the reference chart (Attachment A) as follows: "IT staff or Vendors with no direct access to the criminal records data servers (applicable to IT personnel at City Hall), need to complete a CJIS

Online Security Awareness Training Level 3 and must have retained Applicant fingerprints done under agency ORI.”<sup>25</sup>

On a triennial basis, the Florida Department of Law Enforcement (FDLE) performs a technical audit of the agency [City] to ensure compliance with the CJIS requirements. The most recent audit was conducted in August 2019. The audit summary brief included non-compliance sections pertaining to a security addendum process that is required in IT contracts with private contractors and vendors of the agency. On October 3, 2019, Javaro Sims, Chief of Police responded to this audit brief with a list of corrective actions and processes that would be implemented as a result of the audit. Ms. Marlo Dahl, Technical Systems Manager at the Police Department, is the key contact in charge of CJIS training and compliance. Ms. Dahl had worked with Ms. Cusson, IT Director at the time, to address compliance findings noted in the technical audit pertaining to the CJIS training and fingerprinting.

- On or about February 2020, Mr. Gretsas 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. According to this Information Technology Assessment Final Report for the City of Delray Beach (“IT Assessment”) issued by the consultant Mr. Edkin, he had been contacted by Mr. Gretsas in late January 2020, because Mr. Gretsas “... had stated concern with the IT processes and procedures.” Mr. Edkin was known to Mr. Gretsas as they had worked together for the City of Fort Lauderdale, and early January communications between Mr. Gretsas and Ms. Love, Assistant City Manager also supports that the two were awaiting Mr. Edkin to become available.
- According to Ms. Cusson, she was not surprised to learn about a proposed IT Assessment. She stated that it came up in one of her meetings on or around January 24, 2020 with Ms. Love, Assistant City Manager. The most recent IT Assessment was completed by Sciens Consulting in 2019, under City Manager Mark Lauzier. Although as part of the onboarding process, Ms. Cusson provided the 2019 IT Assessment to the City Manager’s Office, she felt it was reasonable that a new City Manager would want to have another one completed. She did, however, inform Ms. Love that IT had already issued a comprehensive Request for Proposal (RFP 2020-008) INFORMATION TECHNOLOGY ASSESSMENT, STRATEGIC PLAN AND STAFF AUGMENTATION SERVICE.<sup>26</sup> Ms. Cusson became aware of Mr. Edkin’s Statement of Work (“SOW”) in mid-February, 2020, in communicating with Ms. Alvarez, Purchasing Director at the time. Based on the scope of work, she felt the CJIS requirements for a Security Addendum would apply to Mr. Edkin’s contract, and as such she brought it up to the attention of those she reported to. Mr. Edkin’s contract, which was approved by Mr.

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<sup>25</sup> The CJIS Online Security Awareness Training Level 3 needs to be completed within six months of the start of employment. It is a short online tutorial, which takes about 20-30 minutes to complete.

<sup>26</sup> It was noted based on review of Appendix F (Weekly summary of activity presented to Assistant City Manager Love.) of the IT Assessment report issued by Mr. Edkin, that during the week of February 28, 2020 (about 10 days into Mr. Edkin assuming the Interim IT Director role) he canceled this comprehensive and already posted RFP by noting that, “We held the training session this morning regarding that RFP that IT had put out last October [2019]. After a great deal of discussion, I directed that the RFP be cancelled. It was going to be a very large project, stretch out over 2-3 years, and costs would exceed \$1 million at the minimum.”

Gretsas, given that it was under the \$65,000 threshold for Commission approval, did not include a Security Addendum in accordance with the CJIS requirements.<sup>27</sup>

- On February 18, 2020, Mr. Edkin reported to begin his assignment to perform the IT Assessment. On the same day he was appointed as the City's Interim Director of Information Technology, after Ms. Cusson resigned that day. Although in his report, Mr. Edkin states he was asked on the same day if he would temporarily step in as the IT Director, it appears this assignment was pre-arranged. In a text message from Ms. Love to Mr. Gretsas, dated January 28, 2020, she says "Did you look at the SOW [Statement of Work] from Tim? Are you ok with it? He [Tim] reminded me that SOW [Statement of Work] doesn't include any reporting relationship or authority over staff. Should it or could it?" Mr. Gretsas responded with "Whatever works, No I didn't [read it] yet."
- As the City's Interim Director of IT, Mr. Edkin held two keys. One for the door to enter the IT Department building and one for the server room (where the criminal records data server is housed) and other restricted areas within that building. As such, Mr. Edkin had unrestricted physical access ability to the servers. Given his unrestricted access to criminal data servers within the City building, Mr. Edkin, at a minimum, was required to provide his fingerprints to the City pursuant to CJIS regulations, as enforced by technical audits conducted by the Florida Department of Law Enforcement (FDLE), as well as City's Police Department policy (General Order 363), in order to preserve the integrity of the City's data. It was confirmed through Ms. Dahl, Technical Systems Manager at the Police Department that Mr. Edkin was not fingerprinted. In addition, according to City's personnel policies, had Mr. Edkin been an employee, he would have been subject to a background check. Given that he was appointed to this role while being a consultant, he did not undergo a background check. The last known background check for Mr. Edkin was obtained from the City of Fort Lauderdale. It was dated July 31, 2001.
- Mr. Gretsas was made aware of the CJIS requirements, as well as City's Police Department General Order 363, on a multitude of occasions, but refused to mandate same.<sup>28</sup> According to Ms. Dahl, Technical Systems Manager at the Police Department, she was not contacted by anyone at the City Manager's Office to inquire whether Mr. Edkin needed to be fingerprinted to come to compliance with CJIS policies. When a public records request and inquiry came in on or around May 20, 2020, Mr. Gretsas had Mr. King, Intergovernmental Affairs Director, draft the initial response (as evidenced by his authorship of the word document identified on Mr. Gretsas's computer). The final response email that Mr. Gretsas sent to the inquiry incorrectly relied on CJIS policy wording and disregarded the important distinction of

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<sup>27</sup> It was noted that when the contract was signed with Mr. Edkin's company, Southern Charm LLC, it was not a Florida registered corporation, which is a requirement of the City's Purchasing Policies. Mr. Edkin applied for a Florida business license on or around March 11, 2020, almost a month after he had already been providing services to the City.

<sup>28</sup> It was noted that on January 14, 2020, Ms. Cusson, IT Director sent an email to Mr. Gretsas and copied Ms. Love, Assistant City Manager with the policy from the Police Department pertaining to CJIS. On February 7, 2020, Ms. Cusson also sent Ms. Love, an email with the CJIS requirements and policies. These policies were later sent again, when a public records request highlighted this very matter. On May 20, 2020 Ms. Love emailed Mr. Gretsas, and copied Ms. Torcivia, Economic Development Director, and Mr. King, Intergovernmental Affairs Director.

unescorted or unrestricted ability to access the criminal data server, which Mr. Edkin had.<sup>29</sup> It remains unclear what prevented Mr. Edkin from getting his fingerprints done, an arguably simple process at the City's Police Department.

- Mr. Edkin issued the IT Assessment report on July 10, 2020 and emailed it to Ms. Love, Assistant City Manager on July 14, 2020. However, all of his invoices had already been paid in full in June 2020, totaling \$64,200. Mr. Edkin's last day was on or around June 2, 2020. A quick review of this deliverable reveals a document which stands in contrast to the IT Assessment report the City received in 2019. Nearly half of this 54 page report included Appendices such as: Mr. Edkin's weekly activity log for Ms. Love, a copy of his resume, the interview questions used to recruit a new IT Director and the IT Director job description, as well as Mr. Edkin's Statement of Work and Addendum of his contract. Such components are not customary to a formal assessment report or deliverable. In comparison the 2019 IT Assessment report was nearly 148 pages in length. In addition, the wording and tone of Mr. Edkin's deliverable, appeared casual and contradicting in some sections throughout the assessment.
- During her interview, Ms. Love, Assistant City Manager was asked if she had reviewed Mr. Edkin's IT Assessment report and whether she felt this deliverable was consistent with the contractual obligations of the consultant. Ms. Love stated she simply forwarded the IT Assessment report to the Interim City Manager, Ms. Alvarez, as per her request. She said she may have scanned through it but did not review it. Ms. Love believed the issuance of an actual IT Assessment report was not required and the Mr. Edkin satisfied his contractual obligations by meeting in person with Mr. Gretsas, and relaying his finding verbally, prior to his last day at the City. The lack of a follow-up and review of proper contract deliverables prior to the release of final payment is troubling and goes against the City's policies and good business form.

Mr. Gretsas' actions refusing to mandate Mr. Edkin's compliance and payment of his contract in full, prior to receipt and review of his contractually-obligated assessment, 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).

**IV. On or about March 2020, Mr. Gretsas commissioned the creation of a television studio at the Arts Garage, a City-owned building. In order to accomplish this goal, Mr. Gretsas directed City staff to make purchases in excess of \$25,000, for various equipment to outfit the studio. Mr. Gretsas 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,**

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<sup>29</sup> Review of Mr. Edkin's weekly activity reports, which he had included as an exhibit in his IT Assessment report, provide that he tested his access to various City doors and access points. The IT Assessment report further describes the location and security around the data servers, suggesting he had to have examined or entered that area. Lastly, a text message exchange between Mr. Edkin, Ms. Love and Mr. Gretsas on or around June 2, 2020 suggest he was monitoring a situation related to lost power and generators in the server room. Mr. Edkin stated "We are having issues bringing servers up. Some OK, some not. Jennifer/Joe/Marlo (PD) working on them."

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.” Mr. Gretsas’ failure to follow the City’s purchasing policies in procuring equipment for the television studio and his 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). Mr. Gretsas’ 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 his creation of a television studio, on or about March 2020, Mr. Gretsas 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 Mr. Gretsas as he was also employed by the City of Homestead. Mr. Gretsas 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, Mr. Gretsas’ 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 Mr. Gretsas. Mr. Gretsas 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).

#### **Analysis of Charge IV.**

*Background on television studio:* On or around Sunday March 22, 2020, Mr. Gretsas commissioned the creation of a television broadcasting studio (similar to the one he had at the City of Homestead). Mr. Gretsas had sent an email that day to the Purchasing Director at the time, Ms. Alvarez, asking her about the process to acquire technical equipment and “getting it by Wednesday.” This email had started a chain of events whereby multiple departments were scrambling to make rushed purchases (utilizing Purchasing-cards), deliveries and miscellaneous installations and fittings to the studio location (the Arts Garage, a City-owned building) to be ready for broadcasting within a matter of days.

During their separate interviews, Ms. Alvarez, Purchasing Director at the time, and Ms. Triestman, Assistant Purchasing Director at the time, recall spending almost an entire day searching for a desk that would fit Mr. Gretsas's vision for the television broadcasting studio and that would be available for immediate delivery. Mr. Marese, Assistant IT Director, noted that the fitting of the studio for broadcasting required installation of additional network drops to the Arts Garage from the Old School Square Garage, which had several staff members tied-up in that work for two days. Missie Barletto, Director of Public Works said her staff assisted with pick-up and delivery of furniture, its assembly, and SD cards purchases for the studio. Her staff was also assigned to work with IT to make the necessary fitting at the Arts Garage. Ms. Carter, Public Information Manager, recalled contacting any vendor that she could find open, as the Covid-19 pandemic caused many to close, to try and obtain quotes for the equipment needed.

The first broadcast was on March 26, 2020 and the last one recorded in the studio was July 13, 2020. Since July 17, 2020 the broadcasting continues but is now done virtually, using Microsoft Teams. All of the Covid-19 Update broadcasts can be found on the City's website: <https://www.delraybeachfl.gov/our-city/coronavirus/delray-beach-covid-19-update-broadcast> The following table summarizes the incurred costs associated with this television studio operation between the end of March and through mid-July:

<b><i>Cost Category</i></b>	<b><i>Cost Total<sup>30</sup></i></b>
Equipment	14,621.28
Equipment IT - MacBooks for Editing	9,083.00
Miscellaneous Small Equipment & Furniture	1,681.88
Comcast Internet Speed Increase	1,268.00
Graphics & Video Editing Software	399.95
Marketing (Facebook Promotion)	5,106.00
Personnel Costs - Show Host (Joshua Padgett)	20,250.00
Personnel Costs - Studio Set Up	1,895.04
Studio Fees (Arts Garage Attendant Fees)	6,196.50
<b>Total: \$</b>	<b>60,501.65</b>

- Based on documents reviewed and interviews conducted, it was noted that Mr. Gretsas directed City staff to make purchases which total over \$25,000, for various equipment to outfit the studio and get the television broadcasting up and running. Mr. Gretsas 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 \$2,500. The following figure summarizes the requirements per the policy.

<sup>30</sup> The total cost listed in the *Studio Attendant* - fees for May, June and July have not yet been paid or reconciled by Finance. This estimate is based on the number of shows in the months, times the cost from the hours on average charged in March and April.

\$2,501 – \$10,000	1. Department Head (Req) 2. Buyer (PO) 3. Purchasing Director (PO)	1. Purchase Order	<input type="checkbox"/> Three or more quotes <input type="checkbox"/> Approved city standard justification memo <input type="checkbox"/> Approved sole source justification memo <input type="checkbox"/> Piggybacked Contract
\$10,001 – \$64,999.99	1. Department Head (Req) 2. City Manager or Designee* (Req) 3. Buyer (PO) 4. Purchasing Director (PO)	1. Purchase Order	<input type="checkbox"/> Three or more quotes <input type="checkbox"/> Approved city standard justification memo <input type="checkbox"/> Approved sole source justification memo <input type="checkbox"/> Piggybacked Contract <input type="checkbox"/> Written agreement (if applicable)
\$65,000 or Greater	1. City Commission	1. Purchase Order	<input type="checkbox"/> Attach contract to requisition

For emergencies, 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.” To define emergency purchases, the policies state it is “an unforeseen or unanticipated urgent and immediate need for equipment, supplies, or services where the protection of life, health, and safety or welfare of the community or the preservation of public properties would not be possible using normal purchasing procedures.”

- Mr. Gretsas did not provide a justification memorandum or any other written documentation to City staff in order to substantiate the purchases related to the television broadcasting studio. Without a documented justification of the emergency purchase need from Mr. Gretsas or his designee, City staff was left with having to defend purchases made using their Purchasing Cards (P-Card) on their own when asked by the Finance Department during the reconciliation process. For instance, in a July 20, 2020 memorandum to Ms. Love, Assistant City Manager, which documented a need for a transfer between two budget accounts for purposes of the Midtown Video purchase (totaling \$10,827.90), Ms. Vilain, her Executive Assistant could only state the following “I ordered some equipment on my purchasing card for the production studio during the start of the COVID-19.” Furthermore, the fact that the broadcasting shows continue to deliver important information to the residents of the City regarding Covid-19 using a virtual recording alternative since mid-July (where the equipment purchased no longer gets utilized), calls into question whether a rushed physical studio commission at the end of March would constitute an emergency purchase in the first place.<sup>31</sup>

<sup>31</sup> A review of text messages exchanged between Mr. Gretsas and Ms. Carter, Public Information Manager, suggests the television broadcasting studio appears to have been a very important project for him, as his vision for it was to be “Cable news” similar to the one in Homestead. There was no collaboration noted with the Fire of Emergency Management staff on the specific need for a physical studio to broadcast Covid-19 updates. In separate interviews of Mr. Tomey, Fire Chief, and Mr. Bell, Emergency Manager, both stated they were not consulted or asked for input in the commission of the television broadcasting station and that they were simply told to arrive at the location on a set

- Given the specialized nature of the equipment needed on short notice, repeated purchases and by separate departments were made from B & H Photo Video Pro Audio vendor on Purchasing Card (P-Card). In the case of Midtown Video, a limit increase to a P-Card was needed since the purchase was above \$10,000. Additionally, the studio attendant fees for the Arts Garage, which were going to be recurring in nature, were also paid twice using a P-Card.<sup>32</sup> City's P-Card Policy provides, "Single or multiple purchases of goods, commodities and services that are equal to or more than \$2,500 require departmental approval and may be made using the City of Delray Beach purchasing card, check request, or petty cash." As such, P-Card policies were not properly followed and justification for the emergency procurement was not documented by Mr. Gretsas or designee in accordance with the City's policies.

*Background on related hiring:* During the month of March 2020, Mr. Gretsas hired three individuals well-known to him as all were employed or contracted by the City of Homestead, either at the time or during his tenure there: Mr. King as the Intergovernmental Affairs Director, Ms. Torcivia as the Economic Development Director, and Mr. Padgett as the Videographer. Their respective job grades, salary ranges, offered salaries and % above minimum salary grade are presented in the table below.

<i>Position</i>	<i>Job Grade</i>	<i>Min Salary</i>	<i>Mid-point Salary</i>	<i>Max Salary</i>	<i>Salary (hrly) Offered</i>	<i>% Above Min</i>	<i>Memo in File?</i>
Intergovernmental Affairs Director	119	71,136.00	92,435.20	113,796.80	\$ 96,012.80	34.97%	No
Economic Development Director	118	67,100.80	87,235.20	107,369.60	\$ 100,006.40	49.04%	No
Videographer (part-time)	118	32.26	44.44	54.71	\$ 50.00	54.99%	No

- As part of the creation of the television studio, on March 23, 2020, Mr. Gretsas hired Mr. Padgett as his direct report. Mr. Padgett's part-time Videographer position was a newly created role (and job description), but was not posted during the hiring process in accordance with the City of Delray Beach Personnel Policy PER-20. 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

date and time. Mr. White, Public Information Manager (Police) who was also interviewed, appeared in the broadcasting show frequently as the substitute host for Mr. Padgett (hired by Mr. Gretsas as a part-time Videographer). When asked if he had been offered to host the show prior to the hiring of Mr. Padgett, Mr. White indicated that he had not been asked to do so, even though he has experience working as a reporter and substitute TV anchor for WPBF-TV 25.

<sup>32</sup> Ms. Reynolds, IT Manager/Lead Engineer, placed an order for \$9,083 from B&H on March 23, 2020. Ms. Carter, Public Information Manager (City Manager's office) placed an order for \$3,008.66 and \$784.72 with B&H on March 27 and 30, respectively. On March 24, 2020 Ms. Vilain, Executive Administrative Assistant to the Assistant City Manager made a purchase from Midtown Video totaling \$10,617.90, which required a special increase in her P-card limit. She also had to make another payment to the same vendor on April 1, 2020. Ms. Carter was told to use her P-card to pay the \$2484 and \$1485 monthly fees for March and April, respectively.



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." A part-time Videographer role does not fit in the above exclusion.<sup>33</sup>

- According to the City of Delray Beach Personnel Policy, "...new employee entering the City's work force will typically start at the minimum salary level of the pay grade assigned to his/her position." Requests for a starting salary that is more than 20% above minimum require the HR Director's review with recommendations to the City Manager for final approval. Such an approval is documented with a memorandum detailing "exceptional considerations, such as advanced experience, education/training, or qualification that significantly exceed the minimum requirements of a position" in order to substantiate the above average starting salary.<sup>34</sup> No such memorandum was put forth by Mr. Gretsas or his designee, although Mr. Padgett's starting salary was nearly 55% above starting minimum for this newly created position.<sup>35</sup> Furthermore, a report of part-time employees (excluding public safety departments such as Police and Fire), shows that the Videographer position is one of two highest paid part-time roles in the City. The Videographer (City Manager Office) pay rate is the same as assigned to a GIS Program Manager (Planning and Zoning Department), and more than double the pay rate of a part-time Digital/Social Media Coordinator (City Manager Office).
- Prior to classifying Mr. Padgett as a part-time employee, there was an alternative considered to hire him as a contractor, as per Basecamp "to-do" assigned to Mr. Gretsas and due on March 20, 2020.<sup>36</sup> Mr. Padgett was at the time an independent contractor for the City of Homestead where he continued to provide services concurrent with his part-time role at Delray Beach. His company is called Padgett Productions, and according to LinkedIn, he specializes in screen hosting, production and editing. His LinkedIn profile also provides that he was an employee of the City of Homestead for about a year between 2014 and 2015. However, a review of Mr. Padgett's resume did not reveal work history at the City of Homestead as an employee. The

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<sup>33</sup> According to Mr. D'Andrea's response to an inquiry regarding Mr. Padgett's position, it was noted the Mr. Gretsas informed him of the following: "due to the pandemic emergency, Josh Padgett would be reporting directly to him to create emergency updates to broadcast to the citizens of Delray Beach. Mr. Gretsas believed PER-20 afforded him this ability to appoint this part time employee."

<sup>34</sup> The job description of a Videographer stated minimum qualifications and requirements as follows: "Bachelor's degree in communications, television production, journalism or a related field; Master's degree preferred; supplemented by three years or experience performing videography, reporting and television programming work; or any equivalent combination of education, training and experience, which provides the requisite knowledge, skills and abilities for this job." A review of Mr. Padgett's resume provides that he did not have a Bachelor's degree. However, his Associate's degree and work experience would likely suggest he met the minimum requirements. Nonetheless, it is unclear based on what exceptional qualifications he was awarded 55% above salary minimum.

<sup>35</sup> Inquiries conducted with Mr. D'Andrea, HR Director revealed that the starting salaries of the individuals hired were provided by Mr. Gretsas and that he believed his determination of the salaries met the approval requirements of the policy, and therefore a memo was not requirement. During an interview with Mr. D'Andrea and Ms. Bast, Assistant HR Director, it was noted that Mr. Gretsas or Ms. Love would occasionally make statements such as "show me where the policy says I cannot do this," or that "Duane, you have a policy for everything!"

<sup>36</sup> During the interview with Mr. D'Andrea, HR Director, and Ms. Bast, Assistant HR Director, it was noted that they were not aware of Mr. Padgett's hiring until after he had already started with the City. It was their understanding that he was going to be an independent contractor and that a contract was being worked on with purchasing. The hiring paper-work was done last minute and as such the employee appointment form is dated three days past the actual hire date. According to HR, Mr. Padgett never completed his new employee orientation.

resume only provided for the contractor services starting in 2015, with no prior employment history as an employee of the City of Homestead. However, according to an email from Ms. Manach, Director of Human Resources at the City of Homestead, Mr. Padgett was an employee of the City, and his date of separation was December 31, 2014.

- Padgett Productions is a Florida Limited Liability Company. Based in its reports filed on Sunbiz (2015-2016), the street address of its principal office was 2463 SE 19 Street, Homestead, FL 33035. Coincidentally, an internet search using clustrmaps.com and neighbor.report revealed that Mr. George D Gretsas was an associated person at this address with Joshua Brooks Padgett, Jordan Gray Padgett, and Vincent Keiffer. Thus according to the timeline and online sources, while working as the City Manager of Homestead, Mr. Gretsas's name is associated with an address of a contractor providing services to that City (Mr. Joshua Padgett), and with an address of a City employee (according to LinkedIn, Jordan Padgett was an Assistant to the Mayor between January 2015 and January 2020, at which point he took over the position that became vacant due to Mr. King being hired by Mr. Gretsas at the City of Delray Beach).

The actions undertaken by Mr. Gretsas during the commission of the television studio, and the hiring of Mr. Padgett show 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).

- V. Mr. Gretsas hired Jason King on or about March 2020. Mr. King is well-known to Mr. Gretsas as he was also employed by the City of Homestead. Mr. Gretsas 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. Mr. Gretsas 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 his 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 Mr. Gretsas. The hiring of Jason King by Mr. Gretsas 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).**

#### **Analysis of Charge V.**

*Background:* On March 18, 2020 Mr. Gretsas sent a memorandum to the Mayor and Commissioners, regarding the organization's structure. In this memo, Mr. Gretsas stated "I have also reclassified a vacant administrative assistant position in the City Manager's office so that I can create a new office of intergovernmental affairs." However, a memorandum from Mr. D'Andrea, HR Director to Mr. Gretsas, dated March 17, 2020 provides that the reclassified

position was that of a vacant Executive Assistant position in the Utilities Department to the Intergovernmental Affairs Director. The reclassification changed the job grade from 110 to 119, which corresponds with an approximately 70% increase in the salary range of the new position.<sup>37</sup> In addition, according to Basecamp communication from February 27, 2020, Ms. Love, Assistant City Manager further indicated to Mr. D’Andrea, that the Intergovernmental Affairs position would be in addition to the Economic Development Director role and that “... these two positions will remain in the budget.”

As noted previously, during the month of March 2020, Mr. Gretsas hired three individuals well-known to him as all were employed or contracted by the City of Homestead, either at the time or during his tenure there: Mr. King as the Intergovernmental Affairs Director, Ms. Torcivia as the Economic Development Director, and Mr. Padgett as the Videographer. Their respective job grades, salary ranges, offered salaries and % above minimum salary grade are presented in the table below.

<i>Position</i>	<i>Job Grade</i>	<i>Min Salary</i>	<i>Mid-point Salary</i>	<i>Max Salary</i>	<i>Salary (hrly) Offered</i>	<i>% Above Min</i>	<i>Memo in File?</i>
Intergovernmental Affairs Director	119	71,136.00	92,435.20	113,796.80	\$ 96,012.80	34.97%	No
Economic Development Director	118	67,100.80	87,235.20	107,369.60	\$ 100,006.40	49.04%	No
Videographer (part-time)	118	32.26	44.44	54.71	\$ 50.00	54.99%	No

- According to the City of Delray Beach Personnel Policy, “...new employee entering the City’s work force will typically start at the minimum salary level of the pay grade assigned to his/her position.” Requests for starting salary that is more than 20% above minimum require the HR Director’s review with recommendations to the City Manager for final approval. Such an approval is documented with a memorandum detailing “exceptional considerations, such as advanced experience, education/training, or qualification that significantly exceed the minimum requirements of a position” in order to substantiate the above average starting salary. None such memorandum was put forth by Mr. Gretsas or his designee, although Mr. King’s starting salary was nearly 35% above starting minimum for this newly created position.<sup>38</sup> Furthermore, none such memorandum was available for the other two hires, Ms. Torcivia and Mr. Padgett.<sup>39</sup>

<sup>37</sup> The reclassification was signed as approved by Assistant City Manager Ms. Suzanne Fisher, in accordance with the delegation of authority signed by Mr. Gretsas on January 22, 2020.

<sup>38</sup> Inquiries conducted with Mr. D’Andrea, HR Director revealed that the starting salaries of the individuals hired were provided by Mr. Gretsas and that he believed his determination of the salaries met the approval requirements of the policy, and therefore a memo was not requirement. During an interview with Mr. D’Andrea and Ms. Bast, Assistant HR Director, it was noted that Mr. Gretsas or Ms. Love would occasionally make statements such as “show me where the policy says I cannot do this,” or that “Duane, you have a policy for everything!”

<sup>39</sup> Of all the three positions/candidates’ qualifications and prior employer ending salaries reviewed, Ms. Torcivia’s starting salary above minimum is arguably well-justified given her work experience, education background (Bachelors, Masters and Juris Doctor degrees) and ending salary at the City of Homestead. However, according to the

- This new position of the Intergovernmental Affairs Director required the creation of a new job description. Review of drafts and communication on Basecamp and via email shows that the final draft of the job description approved by Mr. Gretsas relaxed the educational requirements for this position. The proposed draft from Mr. D’Andrea, HR Director, through Ms. Love, Assistant City Manager, included a “Bachelor’s degree in business or public administration, economics, marketing, urban planning, finance or related field. Master’s degree desirable. Minimum of seven (7) years of experience in...” The final version removed the reference to a Master’s degree and adjusted the Bachelor’s degree to be desirable. According to Mr. D’Andrea, Mr. Gretsas directed HR to change the education requirement. Mr. King’s resume (discussed next), provided for no college degree, or indication of any level of education.
- A review of Mr. King’s resume, which was emailed by Mr. Gretsas to the HR Director on March 13, 2020, indicates that no education background was listed. Upon further review, it was noted that Mr. Gretsas’s MacBook Pro laptop computer included a number of files and versions of Mr. King’s resume. Notably, the file sent to the HR Director was titled “Jason King Resume 2,” while earlier version did not contain the number 2 at the end.<sup>40</sup> A comparison of the versions revealed a number of changes that were made. First, the education section was completely removed.<sup>41</sup> Second, there were two positions Mr. King held in 2018 (Election Campaign Manager) which were also removed from the listed positions in the version provided to the City. It is worth noting the positions removed from the resume were concurrent with the Assistant to the City Manager position that Mr. King held at the City of Homestead.
- As part of the typical hiring process, individuals who apply via the City’s NeoGov application, provide names and contact information of references as well as their employment and salary history information. Upon inquiry, Mr. D’Andrea, HR Director responded that in the case of the new hires that Mr. Gretsas knew from Homestead, he provided verbal references and he or Ms. Love provided with the starting salaries for all. As part of this investigation, requests for information pertaining to these hires were sent to the HR department at the City of Homestead. Ms. Manach, Director of Human Resources at the City of Homestead responded via email that there was no resume on file for Mr. King and no other document which would outline his background. There were no disciplinary action memos/forms in his file. Mr. King’s ending salary was \$88,670.40. There were also no outside employment forms in his file.<sup>42</sup>

The actions undertaken by Mr. Gretsas during the hiring of Mr. King show 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).

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policy, a memorandum establishing such exceptional qualifications to justify salary above 20% of minimum salary was required.

<sup>40</sup> The word document properties provide that this version was created on September 25, 2019 and that the author was “Gemma.” Perhaps coincidentally, the Economic Development Director is Ms. Gemma Torcivia.

<sup>41</sup> The earlier version provide for two Bachelor’s degrees in Political Science from Florida universities since 2014, although one still in progress, and some education from a city college in California.

<sup>42</sup> If during his employment Mr. King had a concurrent role as an election campaign manager (per the resume version on Mr. Gretsas’s computer), that would have required an outside employment form to be on file at the City of Homestead, as indicated in the Miami-Dade County Code of Ethics (similar to Palm Beach County). For further information, see <http://ethics.miamidade.gov/outside-employment.asp>

- VI. The position created by Mr. Gretsas for Joshua Padgett directly reported to the City Manager. Accordingly, Mr. Gretsas was charged with reviewing and approving Mr. Padgett's time sheets. Investigation revealed that Mr. Gretsas failed to take this action and/or failed to direct his 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. Mr. Gretsas received a copy of the CAFR, including the management letter, on April 13, 2020. Mr. Gretsas' 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).**

#### **Analysis of Charge VI.**

*Background:* As previously noted (*See Charge IV*), Mr. Padgett was hired by Mr. Gretsas as his direct report in a part-time Videographer capacity on March 23, 2020. Accordingly, Mr. Gretsas was charged with reviewing and approving Mr. Padgett's time sheets (bi-weekly hours worked) as part of the payroll approval process.

Prior to Mr. Padgett's hiring, Ms. Love, Assistant City Manager was made aware of a finding identified during the 2019 financial audit of the City by Caler, Donten, Levine, Cohen, Porter & Veil, P.A. ("Independent CPA Firm"), regarding inaccurate or incomplete time sheets reporting within the payroll process. A Basecamp "1:1 Finance Marie" comment, dated March 1, 2020 from Ms. Kalka, Finance Director indicates "Met with Scott Porter and team on Friday, at this point in the audit only audit issue is payroll that we discussed last Friday." The management letter listing the aforementioned payroll comment was issued by the Independent CPA Firm on March 24, 2020 and was included in the City's 2019 Comprehensive Annual Financial Report (CAFR) file. The CAFR was emailed by Ms. Kalka, Finance Director to the Mayor, the Commission, as well as copy to Mr. Gretsas and Ms. Love, Assistant City Manager on April 13, 2020. The email ended with an indication to not hesitate to reach out to the City Manager Gretsas "should you have any questions or wish to discuss further," thus suggesting Mr. Gretsas was aware of the content of the CAFR and management letter.<sup>43</sup>

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<sup>43</sup> The Independent CPA Firm had issued an unmodified opinion on the financial statements of the City of Delray Beach for the year ended September 30, 2019. The purpose of the management letter is intended for the information and use of Florida Legislative agencies, the City Commission and management of the City of Delray Beach. Section 10.554(1)(i)2., Rules of the Auditor General, require the Independent CPA Firm to communicate such recommendations to improve financial reporting. The management comment noted identified the criteria, conditions, cause and effect of the payroll processing finding identified during the audit testing. Recommendation was also provided: "We recommend that City management review the current payroll processes and consider revisions to ensure that employee timesheets are complete, accurate and timely when submitted to Finance for processing."

The time sheet entry and approval sequence, based on the Payroll Narrative provided by the Finance Department is as follows:

1. The Administrative Assistant (Level 1 Approver) for each department electronically enters time variations from employees' regular schedules, prints the Payroll Hours Register, reviews the report, electronically approves the timesheet in the system, and forwards the timesheet to the next approval Level.
  2. The supervisor/department heads review the timesheets, compares them to what is entered in Tyler New World application, and approves them electronically. Each department has various levels of approvals, with Level 4 by the Department Head or designee, as the final approval level. Each department must be at a Level 4 approval status to process payroll.
  3. Time sheets are maintained in respective departments.
- Ms. Vilain, Executive Assistant to the Assistant City Manager is the Level 1 Approver, as described above, for the City Manager's Office. The next and final Level 4 Department Head or designee is Ms. Love, Assistant City Manager. During her interview, Ms. Vilain briefly explained the process she follows to enter time sheets information and how she informs Ms. Love when payroll is in the Tyler application and is ready for Ms. Love's review and final approval, as she is Mr. Gretsas's designee. Based on review of the time sheets Mr. Padgett sent Ms. Vilain, there was no evidence of review conducted by his supervisor, which would be indicated by the supervisor's signature. According to Ms. Vilain, there were no emails sent separately indicating approval of Mr. Padgett's time, by his supervisor – Mr. Gretsas. Ms. Vilain was also not given any verbal approval of Mr. Padgett's time.
  - During the process of entry of the time sheet hours into the Tyler application, Ms. Vilain does a reasonableness check of the hours; however, she is not the supervisor who would otherwise be able to tell their accuracy. For instance, on June 5, 2020, Ms. Vilain questioned hours of work Mr. Padgett listed on his submitted timesheet for Monday, May 25, 2020 (Memorial Day). In an email response, dated June 6, 2020, Mr. Padgett stated that "Yeah I still had to put some time on Memorial Day."
  - During the interview with Ms. Love, Assistant City Manager, she was asked about the review and approval process she followed as the designated payroll approver for the City Manager's Office. Specifically, she was asked about unusually high hours or weekend hours reported by Mr. Padgett (a part time employee working up to 29 hours per week) and whether she questioned or inquired about such hours. Ms. Love stated she did not, as Mr. Padgett reported to Mr. Gretsas. She assumed the Mr. Gretsas would know what Mr. Padgett was doing or had assigned him a project.
  - During the interview with Mr. Padgett, Videographer, he was asked about the type of work he did and his typical schedule or hours worked. Specifically, he was asked whether he was working in the capacity of a Videographer while being at the same time acting as the host of the television broadcasted show. Mr. Padgett stated that his hours varied and that, initially, he assisted with the set-up of the television broadcasting studio and would have been performing Videographer duties. He also stated that he was conducting interviews after the television broadcasting show and acted in the role of a Videographer in such instances. Mr. Padgett said

that he worked on special projects for Mr. Gretsas. He stated that after the television broadcasting show, he would go and work at the City Manager's Office area by the Assistants' desks. When asked about work on weekends or longer hours during the week, he stated that "when the creative process is going on you continue working."

- As part of the follow-up to the interview, a request was sent to Mr. Padgett to provide logs or explanation for select dates (listed below). However, his employment with the City ended prior to him responding to this request. As such, alternative procedures were conducted in an attempt to substantiate these hours.

<i>Weekend</i>		<i>Weekday</i>	
Date	Hours Worked	Date	Hours Worked
4/4/20	2	5/18/20	9
4/11/20	3	5/27/20	8
4/18/20	2	5/29/20	8
4/19/20	2	6/3/20	13
4/25/20	2	6/10/20	10
5/2/20	2	6/12/20	12
5/3/20	2	6/17/20	9
5/9/20	2	6/19/20	10
5/16/20	2	6/29/20	8
5/23/20	2		
5/30/20	2		
6/6/20	3		
6/13/20	2		
6/20/20	2		

Mr. Padgett did not have a City-issued computer or phone and would have been only able to access his City email address and One Drive (for file sharing). A review of Mr. Gretsas's and Mr. Padgett's emails identified no instances where a special project was assigned by Mr. Gretsas on those dates. The two only emails sent by Mr. Padgett to Mr. Gretsas were a video link on June 4, 2020, regarding Delray Census and an email titled Sam Smith video on June 11, 2020. In the text messages provided by Mr. Gretsas as part of a July 2020 Public Records Request (679 pages), no text messages were identified between him and Mr. Padgett that would indicate work assignment or supervision. Interviews and inquiries with staff who worked alongside Mr. Padgett during the television broadcasting could not explain the above hours on specific dates or weekends.<sup>44</sup>

<sup>44</sup> During separate interviews with Ms. Carter, Public Information Manager and Mr. Ingram, Social Media Coordinator, they indicated that Mr. Padgett would typically leave the television broadcasting studio after the program was done recording. It was noted that perhaps in the first few weeks of broadcasting (end of March/early April) it is possible that some weekend work was needed, while the broadcasting was being set-up. Ms. Carter did not recall any special projects that would have required Mr. Padgett's time commitment as outlined. She stated she was not supervising his work or assigning him any tasks. Mr. Padgett was not assigned to prepare scripts or coordinate the guests for the shows. During separate interviews of Mr. Tomey, Fire Chief and Mr. Bell, Emergency Manager, they

Review and investigation of Mr. Padgett's time sheets approval, or lack thereof, during the time said employee reported to Mr. Gretsas, suggests that Mr. Gretsas failed to take this action and/or failed to direct his staff to take this action. This behavior demonstrates a conscious and substantial disregard of the City's interests and policies, even after a management comment from the external auditors highlighted payroll approval related issue, and as such is considered 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 Mr. Gretsas was untruthful in his testimony concerning the events surrounding the Fisher investigation. Mr. Gretsas' 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).**

#### **Analysis of Charge VII.**

*Background:* On June 22, 2020 Mr. Gretsas was interviewed by the independent investigator Suhaill Morales, from the Law Firm of Allen, Norton & Blue. During that interview, Mr. Gretsas made a number of statements that contradicted other City Staff statements. Specifically, page 16. of the Allen, Norton & Blue Investigative Report ("ANB Report") identified inconsistencies with how details about "Will Carter" and "Andy Reeder" were obtained from Ms. Tonya Smith, Out of School Coordinator, and Mr. Rashod Smith, Supervisor at the Parks and Recreation Department. As part of the current investigation, additional inconsistencies and contradictions were noted as follows:

- During the June 22, 2020 interview, Mr. Gretsas stated that Ms. Carter, Public Information Officer was lying about what happened on March 26, 2020, the day of the first television broadcasting show recording. Page 10 of the ANB Report states that according to Ms. Carter "*Mr. Gretsas "threw a temper tantrum" in front of her, Ditmar Ingram (Ms. Carter's subordinate), Josh Pageant (the host of the show), and two employees of the arts garage. Ms. Carter stated that Mr. Gretsas "was having his outburst of yelling and saying we were incompetent, we meaning me, because I was in charge." Ms. Carter noted that Mr. Gretsas was "upset to a really high degree that was not . . . in balance with what was happening."*

Mr. Ditmar Ingram, Social Media Coordinator, who has not been interviewed in the prior investigation, was interviewed as part of the current investigation and inquiry into the

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were asked if Mr. Padgett conducted any videography or interviewing of their respective departments in connection with Covid-19 segments during that time, or whether they had worked with Mr. Padgett outside the television broadcasting show sessions. Both indicated that they were not aware of any such interviews outside the time they spent with Mr. Padgett during the television show recordings. Mr. White, Public Information Manager (Police), who periodically stepped in to substitute as the host of the television broadcasting at Mr. Padgett's absence, also did not recall working with Mr. Padgett on any projects or assignments.



television broadcasting studio set-up. Mr. Ingram was asked if he recalled the events of the first day of the recording and Mr. Gretsas's behavior or any comments made after the shows was recorded. He did recall that day and provided a recollection of events and statements that are closely aligned with Ms. Carter's. This suggests Mr. Gretsas was untruthful in his statements made regarding Ms. Carter.<sup>45</sup>

- During the June 22, 2020 interview, and according to the ANB Report (page. 16), Mr. Gretsas denied that he had members of his staff, including Ms. Torcivia, Economic Development Director, obtaining information about Ms. Fisher. However, a review of emails and coinciding date text messages reveal a number of examples where directions were given to City staff and members of his team to search, research, and obtain or provide files pertaining to Ms. Fisher's investigation. This suggests Mr. Gretsas was untruthful yet again.

The following timeline provides for the basis of the conclusion that staff was directed by Mr. Gretsas, more than once, to engage in activities that were part of the ongoing investigation into Ms. Fisher and related parties:

Thu. 6/4/2020, 8:46 PM	Mr. Gretsas sent a text message to Ms. Kalka, Finance Director stating "Sorry to bother you at this hour but it's important. Can you check in the system tonight to confirm whether Andy Reeder is a City employee or not. If so please call me ASAP. Thanks." Ms. Kalka responded same evening with "Not an employee."
Thu. 6/4/2020, 10:25 PM	Ms. Torcivia sent a text message to Mr. Gretsas with the website link to the Delray Beach Golf Club and Course Managers.
Thu. 6/4/2020, 10:26 PM	Ms. Kalka emailed Mr. Gretsas two Golf Course Payroll files.
Fri. 6/5/2020, 1:51 AM	Mr. Gretsas emailed Ms. Torcivia and Ms. Love the BJCE Golf Course Agreement.
Fri. 6/5/2020, 11:29 AM	Ms. Love sent a text message to IT Director Stacy and requested a search of emails sent or received by Ms. Fisher for two years. Specifically, the request was to search 18 key

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<sup>45</sup> It was further noted based on review of Mr. Gretsas's iMac computer that he had pst email folder pertaining to Ms. Carter in his Outlook email account. In addition, during the interview of Mr. Edkin, the IT consultant who was appointed by Mr. Gretsas as the Interim IT Director, Mr. Edkin first did not recall about any search of Ms. Carter's emails. After the interview, Mr. Edkin followed-up with the following in an email response: "I do now remember a situation around that mailbox. As I recall, the City Manager asked for an extract of those emails. I took the request to Jennifer Reynolds but she indicated that either her time or her equipment was going to be tied up and she told me that I could perform that extract myself. She went to my computer, entered some commands, and that allowed me to extract the emails. I provided the extract to the City Manager, never heard anything more about the request, and I had completely forgotten about that incident in the months since it occurred. I never read any of the extracted emails."

words and names as well as “...anything involving golf, Delray Beach GC or Any needed needed to come to George ASAP, and then search the other items/names.”

Fri. 6/5/2020, 11:55 AM

Ms. Torcivia sent Mr. Gretsas a text message stating “Should we try to get the documents for the committee that ranked the company for the golf course management contract and see if she [Ms. Fisher] was on the committee?”

Another text message followed from Ms. Torcivia stating, “The BJCE company has had a contract to manage the two delray golf courses since 2004. The agreement was extended multiple times including in September 2016 and January 2017. It seems very likely that there is an existing relationship between her [Ms. Fisher] and the BJCE Company from when she was parks director.”

Fri. 6/5/2020, 1:02 PM

Ms. Kalka emailed Mr. Gretsas and Ms. Love the BJCE Golf Course Contract.

Fri. 6/5/2020, 6:19 PM

Mr. Gretsas sent Ms. Love a draft of the Termination Notice prepared for Ms. Fisher. Next, Ms. Gretsas sent Ms. Love a text message stating “I just sent you a draft please read and call back please.”

Fri. 6/5/2020, 7:45 PM

Mr. Gretsas sent another draft of the Termination Notice to Ms. Love.

Fri. 6/5/2020, 8:49 PM

Mr. Gretsas sent the Termination Notice to Ms. Fisher (with copy to City Attorney and HR).

Sat. 6/6/2020, 1:34 AM

Mr. Gretsas forwarded the Termination Notice email sent to Ms. Fisher to Mr. King with a note stating “FYI.”

Sat. 6/6/2020, 5:42 AM

Mr. Gretsas sent an email titled “Confidential” to Ms. Barletto, Director of Public Works, requesting the following: “Do you have anyone working on Saturday that can turn off Suzie’s access to City hall? If so, can you have them go there and turn off her access. Thanks.”

Mon. 6/8/2020, 4:06 AM

Mr. Gretsas emailed Mr. Stacy, IT Director, requesting “...can you put all her [Ms. Fisher] emails from Jan 1, 2020 to present on a usb for me as early today as possible?”

Mon. 6/8/2020, 10:13 AM

Mr. Gretsas forwarded Ms. Love and Ms. Torcivia ‘information requested’ email he received ten minutes prior

regarding the Golf Course position from Ms. Sharon Painter. Mr. King was forwarded the same email by Mr. Gretsas about 30 minutes later.

Mon. 6/8/2020, 8:10 PM

Mr. Gretsas sent a text message to Ms. Torcivia asking “Did you notice that Andy [Reeder] has a city email address?”

Ms. Torcivia responded with “Yes I did.”

Ms. Torcivia proceeded with sending Mr. Gretsas a screen shot taken from Broward County Property Appraisal Office of the parents of Mr. Reeder, as she further continued when stating “Those are his parents. I saw an email from his dad and his dad is Greg.”

Mr. Gretsas asked “How do we know he [Andy Reeder] does not live with them?”

Ms. Torcivia responded “We don’t definitely know that or don’t know that. That has always been our weakest evidence, it is why we said “boyfriend” and not domestic partner. But Suzy told me her BF lived with her and Lynn said he did too”

Mr. Gretsas replied with “Boyfriend is enough anyway for termination.”

Ms. Torcivia responded with “Yes. This will work out. What she did was wrong and she knows it was wrong, that is why she hid it”

Tue. 6/9/2020, 1:29 PM

Mr. Gretsas forwarded to Ms. Love, Ms. Torcivia, and Mr. King the email response he sent Ms. Fisher, just a minute before that he extended the Pre-Discipline Conference date to June 15, 2020.

Tue. 6/9/2020, 1:41 PM

Ms. Torcivia sent Mr. Gretsas a text message where she stated “We should do formal letter that we fed ex or send certified mail confirming the new date of June 15 [Pre-Discipline Conference].”

Mr. Gretsas responded with “Yes please. Thanks.”

Ms. Torcivia confirmed “Ok I will draft for your review.”

Tue. 6/9/2020, 5:53 PM

Ms. Love emailed Mr. Gretsas Ms. Fisher’s employment contract, which she had received from Mr. D’Andrea that morning.

Wed. 6/10/2020, 11:49 AM

Mr. Gretsas sent an email to Ms. Kalka, with a copy to Ms. Love and Ms. Torcivia, with the following request, “Can you make a spreadsheet for me that shows how much we pay BJCE for each fiscal year of the last 4 years.”

Wed. 6/10/2020, 4:28 PM	Ms. Love forwarded Mr. Gretsas, Ms. Torcivia, and Mr. King a shared folder email that came from Finance regarding “BJCE, Inc 5.7.27 Agenda Items.”
Wed. 6/10/2020, 5:06 PM	Mr. Gretsas forwarded to Ms. Love and Ms. Torcivia PER-6 complaint submitted by Ms. Fisher, that he received a few minutes prior from the City Attorney Gelin. Mr. King received the same forward from Mr. Gretsas about 25 min later.
Thu. 6/11/2020, 12:31 AM	Mr. Gretsas emailed Ms. Love, Ms. Torcivia, and Mr. King a files containing 2016 reports regarding Ms. Fisher. The title of the email was “fyi” and the body of the email stated “attached.”
Thu. 6/11/2020, 10:51 AM	Mr. Gretsas sent the executive leadership team (19 recipients) the email recapping Ms. Fisher’s Termination Notice of June 5, 2020.
Thu. 6/11/2020, 11:30 AM	Mr. Gretsas emailed Ms. Torcivia requesting “RFP” ASAP.
Thu. 6/11/2020, 11:44 AM	Ms. Torcivia responded to Mr. Gretsas’s request with the ‘JCD Sports [Ms. Sharon Painter] response and City RFP.’
Thu. 6/11/2020, 1:29 PM	Ms. Love forwarded Mr. Gretsas an email with a note “fyi.” The original email came in at 1:20 PM from Ms. Alvarez (Purchasing Director at the time) and included BCJE Renewal Request emails.
Thu. 6/11/2020, 4:22 PM	Ms. Kalka sent an email to Mr. Gretsas, Ms. Love, Ms. Torcivia, Mr. King stating, “Thanks for your patience as we gathered the backup. This is the link to the OneDrive folder for all the golf course documents that Lauren has been so kind to gather so far. Everything 2020 YTD, 2019 and 2018 has been gathered at this point.”
Thu. 6/11/2020, 4:27 PM	Mr. Gretsas forwarded to Ms. Love, Ms. Torcivia, and Mr. King PER-6 complaint submitted by Mr. Metott, that he received a few minutes prior from the City Attorney Gelin.
Thu. 6/11/2020, 4:36 PM	Mr. Gretsas texted Mr. King stating “U have mail.” Mr. King responded with “I saw.” Mr. Gretsas responded back with “Ridiculous.”
Thu. 6/11/2020, 4:37 PM	Ms. Torcivia sent a text message to Mr. Gretsas stating, “Allyson and I just read the Sam [Metott] thing together.”

Mr. Gretsas responded with “Ridiculous.”  
 Ms. Torcivia continued by stating “Yup. I think Jason and I should both write statements of our recollection of yesterday so they are ready to go and close in time.”  
 Mr. Gretsas responded with “Definitely.”  
 Ms. Torcivia said, “ Ok. We will start drafting now.”  
 Mr. Gretsas responded, “No collaboration. Just the facts independently.”  
 Ms. Torcivia responded “Ok. I will do mine in my office and he will do his in his office.” She followed with another statement, “February 5, 2020 – the day of Andy’s interview and the day that Suzy signed the amendment for BJCE contract.”

Thu. 6/11/2020, 7:34 PM      Mr. King sent an email titled “Documents needed” to Mr. Gretsas, with copy to Ms. Love and Ms. Torcivia. In this email he listed “These are the documents we currently need from HR. We might need more later.”

Thu. 6/18/2020, 6:49 PM      Ms. Love forwarded Mr. Gretsas an email titled “Golf Course,” containing pages from financial reports. The forwarded email came from Ms. Kalka (6:22 PM) where she stated “Allyson [Love] as requested.”

Mon. 6/22/2020, 3:01 PM      Mr. King emailed Mr. Gretsas a scanned file with Golf Course/Fisher related documents (approximately 77 pages).

Mon. 6/22/2020, 3:14 PM      Ms. Torcivia sent an email to Mr. Gretsas stating “The RFP from the City and the RFP response from BJCE are attached. Also, the relevant pages highlighted as individual files with the relevant sections highlighted.”

Mon. 6/22/2020, 3:22 PM      Ms. Torcivia sent Mr. Gretsas a text messages asking “Did you get the golf stuff? I emailed it to you.”

Mon. 6/22/2020, 4:00 PM      Mr. King emailed Mr. Gretsas the response he sent a news reporter, with the attachments of the Termination Notice and PER-6 complaint (Ms. Fisher).

Mon. 6/22/2020, 8:10 PM      Mr. Gretsas sent Ms. Torcivia a text message asking “Can you get a 3 way [call] now? New info.”  
 Ms. Torcivia responded, “Yes. With Allyson [Love]?”  
 Mr. Gretsas said “And Jason [King].”  
 Ms. Torcivia response, “Ok.”

Mr. Gretsas' 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).

### **Closing Remarks**

Based on the investigation and resulting information presented herein, each and every Charge has been substantiated. Collectively, Mr. Gretsas's behavior and actions represent a pattern of disregard of City's interests and policies in the areas of Information Technology, Personnel, and Purchasing, as well as violations of Florida Statute Chapter 119.

The Mayor and Commission are urged to review this report and consider it as part of their oversight of the Chartered City Manager role as their direct report.

Julia Davidyan, DBA, CPA, CGAP  
Internal Auditor  
City of Delray Beach