

From: [Gretsas, George](#)
To: [Fisher, Suzanne](#)
Cc: [Gelin, Lynn](#); [D'Andrea, Duane](#)
Subject: Pre-Discipline Conference Notice - Wednesday June 10, 2020 at 10:00 am.
Date: Friday, June 5, 2020 8:49:25 PM

Dear Ms. Fisher,

It has come to my attention that you have engaged in unethical conduct, conflicts of interest and have misused your official position while working for the City of Delray Beach and as a consequence I will be seeking termination of your employment with the City. Pursuant to City personnel policy and procedures, you are entitled to a pre discipline conference before me, your direct supervisor. I have scheduled a conference for Wednesday June 10, 2020 at 10:00 am.

On March 28, 2020, your boyfriend Andy Reeder began working for BJCE, Inc. as Food & Beverage/Clubhouse Manager at the Delray Beach Golf Club. His responsibilities with Delray Beach Golf Club include overseeing the day to day operations of the facility including food and beverage services. As you know, the City of Delray Beach entered into a contract with BJCE, Inc to manage all facilities and services at the Delray Beach Golf Course, which is a City owned facility.

Section 1.3 of the contract between the City and BJCE, Inc. designates the Delray Beach City Manager or the Director of the Delray Beach Parks and Recreation Department as the contract administrator. The primary responsibilities of the Contract Administrator are to coordinate and communicate with BJCE, Inc. and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of the contract.

In your role as an Assistant City Manager, you have been responsible for supervising the Director of Parks and Recreation and for handling all administrative matters related to the Parks and Recreation Department that require authorization from the Office of the City Manager. Prior to serving as an Assistant City Manager, you served as the Director of Parks and Recreation and in this role were involved in the current contract with BJCE, Inc. being approved by the City of Delray Beach.

At no time since March 28, 2020 did you inform me that your boyfriend Andy Reeder was an employee of BCJE, Inc. or that your boyfriend was responsible for overseeing the day to day operations of this City facility. Both you and your direct subordinate, the Director of Parks and Recreation, are responsible for judging your boyfriend's work product and therefore you had an obligation to notify me of your conflict of interest and to recuse yourself from all matters related to the Delray Beach Golf Course.

In fact, not only did you fail to recuse yourself from golf course operations, you have regularly been involved with operational and financial issues at Delray Beach Golf Course since your boyfriend was hired by BJCE, Inc. and you have been in regular and direct communications with him about golf course operations. Below are a few of

many examples of your direct involvement with the golf course and your boyfriend on operational and financial matters while Mr. Reeder has been an employee at BJCE:

On March 27, 2020, you personally approved an emergency purchase for the golf course and then emailed your boyfriend a copy of your authorization and an update on when the work was going to be done.

On April 17, 2020, you emailed Lauren Czencz from the City of Delray Beach Finance Department about a reimbursement for your boyfriend. The accounting staff at the golf course told him that he would not be reimbursed for a \$125 expense and you asked the City Finance Department for their assistance in getting him reimbursed.

On April 27, 2020, your boyfriend emailed you the following: "Joan said that the ACCT # will be for the credit card machine. So let Lauren know to go ahead once she finds out about the service plan and replacement/damage plan. Insurance plan. Whatever. And thank you and tell Lauren thank you from me."

On April 28, 2020, you emailed your boyfriend signage instructions for the golf course.

On May 5, 2020, you emailed the acting Public Works Director advocating for a \$14,000 painting project at the Delray Beach Golf Club despite the fact that the acting Public Works Director had expressed her concerns that your request would require staff to jump the project ahead of the cue of other needed projects such as the Old School Square Garage.

Finally, in looking at your boyfriend's LinkedIn page, I also have to wonder how he was hired by BJCE, Inc. in the first place and whether you had any involvement in him getting the job since his previous job before getting hired by BJCE, Inc. was as a manager of I Heart Mac and Cheese for 11 months and before that as a Maitre'D at Truluck's Seafood, Steak and Crab House.

It has also been brought to my attention that this is not the first time that matters related to a boyfriend of yours have inappropriately intersected with your duties as a City official. In fact, while you were the Director of Parks and Recreation, your then boyfriend Will Carter was granted a contract to run a program in your department that you were responsible for overseeing.

In January 2014, you began working for the City of Delray Beach as the Director of Parks and Recreation. Prior to working in Delray Beach, you worked for the City of Albany Georgia for 7 years as the Director of Parks and Recreation.

About a month after you began working for the City of Delray Beach, you began using your City email account to email your then boyfriend Will Carter (who was working in Albany Georgia at the time) job ideas and job postings in the South Florida region.

On March 6, 2014, Rashod Smith, a Recreation Supervisor II at Pompey Park, who was a subordinate of yours in the Recreation and Parks Department, emailed an

official at FIU named Julie Berg asking her for help in obtaining employment for your boyfriend Will Carter, who was still working in Albany, Georgia. Rashod asked the FIU official to “give him an opportunity moving from Georgia for a new start” and that “I know he won’t let FIU down”. Since Mr. Smith did not know your boyfriend at the time, it is reasonable to conclude that you were discussing your boyfriend’s job search with your subordinate and that you asked your subordinate to send the email to FIU.

About 4 months later, on July 15, 2014, Gail Vanhove, your then Executive Assistant, emailed your boyfriend Will Carter a draft of a Summer Camp Independent Contract agreement form in which Mr. Carter would provide summer camp services to the City of Delray Beach Parks and Recreation Department from July 18, 2014 to August 8, 2014. Carter was also provided a W-9 form.

On July 16, 2014, Will Carter emailed the City a signed copy of the Summer Camp Independent Contract agreement along with a signed copy of his federal W-9 form in which he listed as his home address 3335 South Federal Highway Apt. B, Boynton Beach, FL. 33435, which was the same address as your residence at that time.

A resume that Will Carter emailed to you showed no evidence that Mr. Carter had any experience running summer camps for youth let alone special needs children. His resume also indicated that he was working in Albany, Georgia, where you worked before your employment with the City of Delray Beach.

Will Carter’s resume also indicated that he worked for a company that had a contractual relationship with the City of Albany (SIFL/PIFL Albany Panthers, Albany GA) and that while he was working at the company, part of his duties included negotiating a contract with the City of Albany for the lease of the Albany James H. Gray Civic Center, as well as all concession rights, alcohol sales, and event permitting.

On July 31, 2014, Sandra Hall, a Recreation Supervisor I for the Delray Beach Parks and Recreation Department complained to her supervisor that Mr. Carter failed to assist a special needs child under his care while the child was changing in a public restroom during a field trip at the Miami Seaquarium and as a result, the child ran off out the back door and went missing for 20 minutes until he was finally found alone at the killer whale stands with no staff present to prevent him from climbing into the whale tank. You were also notified of the incident and you directed City staff to ban the child from participating in any more off site field trips.

At this point, my trust in you has been shattered. In addition to your blatant and repeated highly unethical conduct, I have also learned of other evidence that suggests that you have a propensity for lying, creating internal acrimony, and making false charges.

In 2016, you filed a complaint of bullying against a City employee, Michael Coleman. An independent investigation was conducted by a private consultant firm, Missing Link Consultants. The investigator in charge of the case, Donna Horkey after

interviewing witnesses and reviewing numerous documents concluded that you were lying during your testimony and that you filed a false claim with the City.

According to the investigator, "it appears Ms. Fisher has fomented fear and discontent among her staff by telling outright lies to try to strengthen her position". It further stated that "I believe the evidence discovered during the investigation of Ms. Fisher's allegations overwhelmingly demonstrates a case of "false claim" and a total "breach of trust" on her part."

The 2016 incident was not even the first time that you falsely accused one of your City colleagues of intimidation and bullying. On October 11, 2014, less than a year after you started working for the City of Delray Beach, the City's Chief Financial Officer emailed the entire senior management team about his and the then City Manager's concerns about department heads receiving the proper signatures before submitting requests for approval of items between \$10,000 and \$25,000. Despite the fact that your name was not even mentioned in his email and was addressed to the entire team, you took personal offense to it claiming that you were "insulted" and that the email was "hostile, inappropriate, and demeaning [sic]" when it clearly was not.

Making false claims against your colleagues not only is disruptive to the organization but also erodes the trust of the people that you are expected to lead and, as a consequence, you have squandered the opportunity to be an effective leader here.

If you have any questions prior to your pre-discipline conference on Wednesday, June 20, 2020 at 10 am, please do not hesitate to contact the Human Resources Department.

George Gretsas