



**CONFIDENTIAL ATTORNEY CLIENT COMMUNICATION  
CONFIDENTIAL ATTORNEY WORK PRODUCT**

**CONFIDENTIAL REPORT**

**PREPARED FOR THE CITY OF GARDEN GROVE**

**RE: AUDIT OF PUBLIC SAFETY  
ADMINISTRATIVE OFFICER POSITION**

Date: September 8, 2016

Prepared By: Daphne M. Anneet  
BURKE, WILLIAMS & SORENSEN, LLP  
444 S. Flower Street, Suite 2400  
Los Angeles, California 90071-2953

TABLE OF CONTENTS

Page

I. OVERVIEW ..... 1

II. INVESTIGATION PROCESS ..... 1

III. BACKGROUND INFORMATION ..... 2

    A. Barlag’s Employment History ..... 2

    B. Events Leading to Barlag’s Resignation ..... 2

    C. Barlag’s Resignation and Appointment to the Position of  
        Public Safety Administrative Officer ..... 3

IV. Barlag’s Performance as the Public Safety Administrative Officer ..... 4

    A. The Position of Public Safety Administrative Officer ..... 4

    B. Barlag’s Submission of Time Cards During the Period of  
        September 30, 2014 through November 25, 2014 (“audit  
        period”) ..... 4

    C. Documentary Evidence Regarding Barlag’s Work Assignments  
        During the Audit Period ..... 5

    D. Statements That Barlag Made Regarding His Performance as  
        the Public Safety Administrative Officer During a Covertly  
        Recorded Telephone Conversation ..... 8

    E. Allan Roeder’s Meeting with Barlag Regarding his Role as  
        Public Safety Administrative Officer. .... 9

V. FINDINGS ..... 10

The City of Garden Grove retained Daphne Anneet of the law firm Burke, Williams & Sorensen, LLP ("Investigator") to conduct an independent audit of services performed by David Barlag ("Barlag") during the period September 30, 2014 to November 25, 2014 ("Investigation"). The Investigator has completed her Investigation and submits the following report.

## I. OVERVIEW

This report contains a description of the scope of the audit and factual findings resulting from the Investigator's Investigation. The Investigation was prompted by the recommendations of the Office of the District Attorney for Orange County ("OCDA") in connection with its investigation of potential Brown Act violations by the City Council (OCDA Case # S.A. 14-130).<sup>1</sup> Specifically, the City requested that the Investigator perform an audit of the services that Barlag provided in the newly created position of "Public Safety Administrator Officer" during the period of September 30, 2014 to November 25, 2014 to determine whether it was a "no show" job. This report includes an overview of the investigative methodology and procedures as well as a description of the relevant evidence examined and witnesses interviewed in support of the Investigator's factual findings.

## II. INVESTIGATION PROCESS

The Investigator reviewed many documents in preparation of the report. Those relied upon by the Investigator are attached as Exhibits 1-15, as summarized below:

Exhibit	Documents
1	Office of the District Attorney of Orange County, California Letter dated February 24, 2016 regarding "Allegations of Brown Act Violations" (District Attorney Investigation Case # S.A. 14-130).
2	E-mails from November 2014 relating to Thy Voy questions regarding the Public Safety Administrative Officer position, including November 12, 2014 e-mail from Matt Fertal to Steve Jones, CM Beard and Dina Linh (cc: Maria Stipe, Laura Stover, and Barlag) forwarding e-mails with Thy Vo re Questions – Barlag
3	E-mail dated November 18, 2014 from Matt Fertal discussing David Barlag Assignments
4	David Barlag's time cards for September 13, 2014 to January 2, 2015
5	Cal EMA – NIMS Compliance Training Reference Chart
6	Dave Barlag Preliminary Assignments – Draft
7	Job Description – City of Garden Grove Public Safety Administrative Officer
8	February 24, 2015 Report on Council Direction to Discuss issues faced by Fire Department and City Council from Roeder

<sup>1</sup> Exhibit 1

Exhibit	Documents
9	Settlement Agreement between City and David Barlag dated September 30, 2014
10	Summary table of Barlag e-mails from 9/30/2014 – 5/14/2015
11	David Barlag work e-mails from September 30, 2014 to December 31, 2014
12	Response to Public Records Request No. 1659: All work product for Public Safety Administrative Officer for the period Sept. 30, 2014 until December 31, 2014
13	Expense Reports for David Barlag
14	Garden Grove City Council Resolution No. 9265-14 dated November 25, 2014
15	City of Garden Grove Press Release dated November 21, 2014

The OCDA also provided the Investigator with access to a recording of a conversation involving Barlag and a confidential witness that was covertly taped by the OCDA in December of 2014.

In terms of witnesses, the Investigator interviewed Allan Roeder. Barlag declined to be interviewed and Mr. Fertal did not respond to requests for an interview.

### III. BACKGROUND INFORMATION

#### A. Barlag's Employment History

As of October 2014, Barlag had been employed by the City of Garden Grove Fire Department ("Department") for approximately 28 years. He holds a Bachelor's Degree and Master's Degree from California State University, Long Beach in Emergency Services Administration. In November 2012, Barlag was appointed to the position of Fire Chief. The position was "at-will" and earned an annual salary of \$226,599.96. Barlag held this position until he resigned on September 30, 2014.

#### B. Events Leading to Barlag's Resignation

In mid-2013, Jeremy Broadwater ("Broadwater"), son of the then Mayor of Garden Grove, applied for a position as a fire fighter with the Department. Informal hiring procedures required applicants to be interviewed by a battalion chief interview panel. After being interviewed by the panel, Broadwater was not approved. Barlag then intervened in the hiring practices of the Department and extended a job offer to Broadwater. As an explanation for his actions, the City indicated in an Opinion Letter that Barlag interpreted the City's nepotism policy as prohibiting discrimination against persons who are related to other employees.<sup>2</sup> Barlag believed that Broadwater was being unfairly discriminated against by members of the Garden Grove Firefighters Union

<sup>2</sup> Exhibit 8.



("Union") and modified the hiring procedure to cure what he believed to be an unfairness in the process.

In June 2014, the Union held a "vote of no-confidence" in Barlag as the Fire Chief citing internal issues, including the hiring of Broadwater. In response, the City Manager, retained Management Partners, an independent consulting firm, to conduct an audit of the Department and identify problems within the Department. Management Partners conducted the audit from August 2014 to October 2014.

### **C. Barlag's Resignation and Appointment to the Position of Public Safety Administrative Officer**

In August of 2014, believing that he was going to be fired for his role in the hire of Broadwater, Barlag obtained counsel and notified the City Attorney that he intended to initiate litigation if the City removed him from the position of Fire Chief. Following a series of closed session meetings held on August 12, 2014, August 26, 2014 and September 23, 2014, under the "Anticipated Litigation" exception, the City, on the one hand, and Barlag, on the other, negotiated a settlement related to Barlag's employment. On September 30, 2014, Barlag and the City entered into a Settlement Agreement.<sup>3</sup> Under the Settlement Agreement, Barlag agreed to resign from his position as Fire Chief and waive any rights to sue the City in exchange for the City appointing him to the newly established position as the City's Public Safety Administrative Officer until December 31, 2016. In connection with this position, Barlag received a salary of \$226,599.96, plus a training premium of 5%. The Settlement Agreement provided that Barlag would receive all benefits provided to the City's Central Management Employees, with the exception of a vehicle or vehicle allowance.<sup>4</sup>

In December 2014, the OCDA commenced an investigation into possible Ralph M. Brown Act violations by the City Council in connection with the creation of the Public Safety Administrative Officer and the appointment of Barlag to the position. Although the OCDA found that there was a "lack of sufficient evidence to prove a violation of the Brown Act beyond a reasonable doubt" and declined to file criminal charges alleging a Brown Act violation, the OCDA made a number of findings and conclusions in response to its conclusion that the actions taken by the City "violated the spirit and intent of the Brown Act."<sup>5</sup> The finding relevant to this investigation is as follows: "Until public and press inquiries, there was no requirement that Barlag report to work in the City."<sup>6</sup> As such, OCDA recommended as follows: "The City audits the work and performance of the newly created 'Public Safety Administrative Officer' to assure the public that the position is not a 'no show' job."<sup>7</sup>

---

<sup>3</sup> Exhibit 9.

<sup>4</sup> Exhibit 9.

<sup>5</sup> Exhibit 1, p. 8.

<sup>6</sup> Exhibit 1, p. 9.

<sup>7</sup> Exhibit 1, p. 10.

#### IV. **Barlag's Performance as the Public Safety Administrative Officer**

##### A. **The Position of Public Safety Administrative Officer**

As part of the settlement negotiation process, the City created the position of Public Safety Administrative Officer to which Barlag was appointed upon his resignation as Fire Chief.<sup>8</sup> The job description generally defined the position as follows: "Under administrative direction of the City Manager, will be responsible for public safety programs as assigned by the City Manager." The description also set forth examples of the duties associated with the position, including:

Strategic planning and implementation of public safety programs; Provide expert consultation on a wide variety of public safety issues; Provide oversight of public safety facilities; Formulates an annual budget estimate and controls budget expenditures; Recommends the purchase of equipment and supplies; Meets the public and deals with various officials and citizens in furthering the public relations of the City; and, Performs related duties as required.

Although it appears the City attempted to create the Public Safety Administrative Officer position as part of the closed session settlement negotiations that resulted in the Settlement Agreement, the City Council did not take official action to create the position, in open session, pursuant to a publically noticed meeting until November 25, 2014.<sup>9</sup>

##### B. **Barlag's Submission of Time Cards During the Period of September 30, 2014 through November 25, 2014 ("audit period")**

Per the Settlement Agreement, upon his resignation Barlag was immediately appointed to the purported Public Safety Administrative Officer position. Barlag's time cards indicate no break in employment, as Barlag continued to submit time cards from the week of September 27, 2014 forward on a bi-weekly basis.<sup>10</sup> As summarized below, during the audit period, Barlag submitted his time on a regular basis. When he took time off, he recorded the time as either administrative leave, or holiday time-off. Barlag submitted and was paid for the following time:

- During the pay period September 27, 2014 – October 10, 2014: 80 regular hours (management)
- During the pay period October 11, 2014 - October 24, 2014: 80 regular hours (management)
- During the pay period October 25, 2014 – November 7, 2014: 80 regular hours (management)

---

<sup>8</sup> Exhibit 7.

<sup>9</sup> Exhibit 14.

<sup>10</sup>Exhibit 4.

- During the pay period November 8, 2014 – November 21, 2014: 80 regular hours (management)
- During the pay period November 22, 2014 – December 5, 2014: 30 hours administrative leave; 40 management hours; and, 10 hours holiday hours
- During the pay period December 6, 2014 – December 19, 2014: 80 regular hours (management)
- During the pay period December 20, 2014 – January 2, 2014: 20 hours administrative leave; 40 hours holidays hours; 20 hours management; and 25 hours vacation cash out

**C. Documentary Evidence Regarding Barlag's Work Assignments During the Audit Period**

Per the job description, the City Manager was responsible for assigning and directing Barlag's work. Prior to November 17, 2014, a review of Barlag's work e-mails and related work product that was compiled in response to Public Records Request No. 1659 uncovered one possible assignment. That assignment related to Barlag's oversight of the 9-1-1- Emergency Ambulance Transportation Services RFP (#OC2014-01), an RFP process that Barlag commenced when he was the Fire Chief.<sup>11</sup> However, the Investigator was unable to determine what work, if any, Barlag actually performed regarding the RFP process during the audit period. It is noted that Barlag oversaw the RFP while he was Chief and that Fertal subsequently confirmed that Barlag was to continue to oversee the process.

The majority of the e-mail communications during the audit period that took place prior to November 17, 2013 related to Barlag's submission of his timecards and general inquiries as to how he was doing. The e-mails further indicated that Barlag was not present at the City offices during this time period. Barlag's wife stopped by the office to pick up anything that the City wanted to deliver to Barlag.<sup>12</sup> However, it is unclear whether the materials related to any ongoing work assignments.

In early November 2014, Svetlana Moure, on behalf of Barlag, forwarded a number of recurring meetings from Barlag's calendar to her City e-mail. However, it is unclear if these meetings related to ongoing work assignments. There are no e-mails during this time related to Barlag's participation in any of the meetings, any assignments he was instructed to work on for these meetings, or communications with other City employees regarding the meetings.<sup>13</sup>

On November 12, 2014, Thy Vo, a reporter for the Voice of OC sent an e-mail to Fertal inquiring about Barlag's job responsibilities, whether he was supervising any employees, the source of funds to pay for his position, and whether Barlag had

---

<sup>11</sup> Exhibit 11.

<sup>12</sup> Exhibits 10 & 11.

<sup>13</sup> Exhibits 10 & 11.

threatened litigation. In response, Fertal reported that Barlag “will advise and report to the City Manager regarding a variety of Public Safety matters. The most immediate need includes presentation of several issues related to the desire to construct a new Fire Department Headquarters building... Dave will serve as the City’s Project Manager on this project.” Fertal also reported that “Construction of the Fire Headquarters requires the City to contract with a private construction firm. Dave will serve as the Project Manager to coordinate efforts between the contractor and the City.”<sup>14</sup> Notably, in describing Barlag’s job duties, Fertal responded with the use of the future tense, “Dave will advise... Dave will serve...” instead of reporting what duties Barlag had been performing since he took on the Public Safety Administrative Officer position.

On November 18, 2014, Fertal sent an e-mail to a number of City related officials and staff in which he reported that he had met with Barlag earlier in the week to review some areas of responsibility as the Public Safety Administrator. He reported that he asked Barlag to continue leading the effort on the Ambulance RFP process since he was previously involved in the process. He also reported that he asked Barlag to serve as the Project Manager for moving the Public Safety Master Plan forward. That plan included the construction of a new Fire Department headquarters and the remodel and expansion of the Police Administration Building. Finally, he reported that the Public Safety Master Plan would be a subject for discussion at the Central Management retreat that was planned for later in the month.<sup>15</sup>

Fertal’s November 18, 2014 e-mail is the first evidence that the Investigator was able to uncover in which Barlag’s specific job assignments were identified and discussed in writing. Fertal invited Barlag to the Central Management Retreat scheduled to take place in early December. Barlag responded to the new assignments immediately, as evidenced by a series of e-mail communications from Barlag to City staff seeking information to support Barlag’s preparation of a presentation regarding the Public Safety Master Plan.<sup>16</sup> According to Barlag, he attended the Central Management Retreat in early December 2014.

As discussed above, until early November 2014, the majority of the e-mails Barlag sent were unrelated to work or his duties as Public Safety Administrative Officer.<sup>17</sup> Relevant e-mails relating to Barlag’s work duties during this time period are listed below:

- October 13, 2014, e-mail from Matt Fertal to Barlag regarding “9-1-1 Emergency Ambulance Transportation RFP (#OC2014-01).”
- November 7, 2014, meeting notification for “DCC 11” meeting with a note to Nicole Herrick whether she wanted Warren or Jeff to attend this meeting in Barlag’s place.

---

<sup>14</sup> Exhibit 2 (E-mail from Fertal to Thy Vo, dated November 12, 2014).

<sup>15</sup> Exhibit 2 (E-mail dated November 18, 2014 from Fertal to Hartley, Spargur, Elgin, et al, titled “Dave Barlag Assignments”)

<sup>16</sup> Exhibits 10 & 12.

<sup>17</sup> Exhibit 10 & 11.

- November 17, 2014, Barlag exchanges e-mails with Lucia Medina-Whitaker regarding updates for the annual performance report.
- November 17, 2014, Barlag exchanges e-mails relating to attending the City Central Management Retreat and inquiring as to whether he is invited to attend.
- November 17, 2014, Barlag e-mails Gary Chubb requesting a copy of a space utilization survey for use at the retreat. It is the first e-mail the Investigator uncovered in which Barlag references his position as Public Safety Administrative Officer.
- November 18, 2014, Fertal sends an e-mail indicating that he met with Barlag that week to discuss areas of responsibility of the Public Safety Administrative Officer. Fertal indicates that he asked Barlag to lead the effort in the Ambulance RFP Process, since he had been involved when he was Fire Chief. Fertal also asked Barlag to lead the Public Safety Master Plan Project as Barlag was previously the lead on this project when he was Fire Chief.
- November 21, 2014, the City prepares a press release regarding Barlag's retention as the City's Public Safety Administrative Officer.<sup>18</sup>
- November 27, 2014 Fertal e-mails Barlag noting that the Public Safety Master Plan is in flux and even it was decided to minimize the discussion of the Master Plan at the Central Management Retreat, it would be helpful to have Barlag address new fire stations 6 & 7 if he is open to coming to the Retreat..
- Barlag attends the Central Management Retreat in San Diego in December 2015
- January 30, 2015, Allan Roeder e-mails Barlag stating that Barlag will need to work a regular schedule with more specific assignments and to plan on working regular office hours.
- January 2015. Roeder meets with Barlag, discusses additional specific assignments and follows up with a draft listing of proposed preliminary assignments.<sup>19</sup>
- February 24, 2015, Roeder reports to the City Council on issues faced by the Fire Department, including a report on the status of Barlag's service to the City as the Public Safety Administrative Officer.<sup>20</sup>

Based on the review of the e-mails and related documentation that Barlag and the City compiled in response to Public Records Request # 1659, on or about

---

<sup>18</sup> Exhibit 15.

<sup>19</sup> Exhibit 6.

<sup>20</sup> Exhibit 8.

November 17, 2014, Barlag received specific direction regarding work assignments from Fertal.<sup>21</sup> From that time forward, the Investigation uncovered specific documentary evidence relating to work duties that Barlag performed as Public Safety Administrative Officer.

**D. Statements That Barlag Made Regarding His Performance as the Public Safety Administrative Officer During a Covertly Recorded Telephone Conversation**

As noted above, Barlag and Fertal declined to be interviewed as part of this Investigation. However, in December 2014, the OCDA covertly recorded a conversation between Barlag and a confidential witness during which Barlag answered several questions regarding his status as the Public Safety Administrative Officer. The conversation was a cordial one and the questions that the confidential participant posed to Barlag appeared to come from a place of concern regarding Barlag's status in light of the increased scrutiny that had been placed on the position in press and the public.

In response to a question as to whether Barlag was concerned that the new City Manager may alter the work expectations for Barlag's position, Barlag responded:

For me the thing is Matt and I have an understanding - and I wrote down what Matt told me and Matt told me that there is no expectation that I come into work - you know, I said ok I am good with that - Matt was very deliberate in removing the car allowance from my thing - right and that was his quote, 'Well Dave, there is no expectation that you are actually going to come to work.'

When pressed as to what Barlag meant by not having to come to work, Barlag went on to explain that the justification for Fertal removing the car allowance was so that Barlag could "telecommute or work from home or whatever it is." Barlag further, somewhat jokingly, noted that if the interim City Manager required him to come into work, he would have to talk with Barlag's attorney about the car allowance. Later in the conversation, Barlag commented that he and his wife only had one car and that when Barlag attended the Central Management Retreat in San Diego he carpooled to the event.

The conversation also included a discussion of what Barlag was working on. There was some discussion of the Public Safety Facilities Master Plan. In response to a comment that the Plan was recently stalled and a question as to whether Barlag was now working on Station 6 & 7, Barlag indicated that he expected to get new direction from the new City Manager and stated: "I am not jumping off any cliff - the new person will have own direction - waiting for it to settle out- what do you want me to work on?"

Barlag reported that he attended the Central Management Retreat as he was curious as to what was going on. He noted that some people seemed surprised to see him there as Fertal had changed his mind a few times as to whether Barlag's presence was necessary given the state of flux of the Public Facilities Master Plan. Barlag

---

<sup>21</sup> Exhibit 12.

indicated that Fertal's plans were unclear but that he thought Fertal would be gone by the end of the year. When asked whether Fertal had apologized to Barlag for what happened with his employment, Barlag replied that Fertal told Barlag that he did not think Barlag did anything wrong and that he was not going to fire Barlag or ask Barlag to resign.

When asked whether Barlag was concerned that a new City Council may seek to change his contract, Barlag responded that he was caught up in a public relations issue and that it was all about perception. Barlag noted that the City simply created a new job and gave him a new position. He noted, "it is not like they awarded me a sum of money. I just got put in a new position." He also noted it was a much better deal for the City for him to be serving in the new position as opposed to the City's potential exposure had he sued the City for wrongful termination.

The covertly recorded telephone conversation lasted for approximately 30 minutes. At no time during the conversation did Barlag say that he was not required to perform any services under the contract, that he never planned to perform services under contract, or that he had any objection to providing services.

**E. Allan Roeder's Meeting with Barlag Regarding his Role as Public Safety Administrative Officer.**

In December of 2014, the City Council voted to retain Allan Roeder ("Roeder") as the interim City Manager. Roeder reported that prior to his commencement of the interim position, he only had the opportunity to have one relatively brief meeting with Fertal before Fertal's retirement. That meeting focused on the status of the various economic development projects and did not discuss Barlag or general issues relating to City operations. As such, Roeder did not receive any information from Fertal as to what his expectations had been for Barlag's performance.

However, in early January 2015, members of the City Council expressed concern regarding Barlag's work assignments and that it was their understanding that Barlag had been advised that he did not have to report to City Hall to work, which was not consistent with the City Council's understanding of the terms of Barlag's assignment. Roeder requested some time to review the situation and report back to City Council.

Roeder reviewed the Settlement Agreement to assess whether there were any restrictions of Barlag's work assignment and he determined there were none. As such, Roeder determined that the City had the right to assign specific work duties, assign Barlag to a workplace and require Barlag to report to work. Roeder set a meeting with Barlag to assess what Barlag had been doing and to lay out Roeder's expectations for Barlag's performance:

According to Roeder, he met with Barlag in early January 2015. At the meeting, Barlag reported that at the time the Settlement Agreement was executed, Fertal directed Barlag to focus on the implementation of the Public Safety Facilities Master Plan (relocation of the Fire Department's Headquarters) and the planned upgrade to the

800 MHz Public Safety Consolidated Communications System. Barlag noted that he worked on these issues off-site as Fertal did not require Barlag to report to work at the City.

Roeder advised Barlag that he was going to assign Barlag to a number of specific projects, that he expected Barlag to participate in regular meetings and report to work. According to Roeder, Barlag was cooperative, expressed no objection and worked with Roeder to develop a schedule that allowed Barlag to carpool to work with Barlag's wife as they commuted to Orange County from Los Angeles.

While under Roeder's direction, Roeder assigned Barlag to a number of projects. Those included the 800 MHZ communications system, the Public Safety Facility plan, updating and upgrading the Emergency Disaster Plan, including training, special projects such as the GGHS Safety and Station # 6 Replacement, Reviewing Public Safety PSAs and monitoring and reporting on the County Ambulance Franchising issue. Barlag did not express objections to any of Roeder's assignments and reported to work pursuant to the terms that Roeder established.

## V. FINDINGS

As noted above, the available evidence to evaluate Barlag's work during the audit period was limited to the terms of the Settlement Agreement, e-mail communications and information gathered to respond to a Public Records Act Request, a covertly recorded telephone conversation, and an interview of Allan Roeder. As such, the following findings are based on the limited scope of information that was available to the Investigator.

The Investigation found no evidence that the Settlement Agreement created the position of Public Safety Administrative Officer as a 'no show' job.

- Nothing in the Agreement expressed a limitation on expectation of service. The Agreement stated: "Commencing the first day following the Employee's Resignation Date, Employee shall be appointed as the City's Public Safety Administrative Officer and shall perform the duties set forth in the job description for the position through and including the Retirement Date, unless he opts to resign or retire sooner."<sup>22</sup>

The Investigation found no evidence that Barlag had no expectation of having to perform services for the City as the Public Safety Administrative Officer.

- The Investigation found no evidence that Barlag objected to any assignment that he received as the Public Safety Administrative Officer. On the contrary, a review of the e-mail communication demonstrates that Barlag responded immediately to requests for services. For example, following the meeting with Fertal during the week of November 15, 2014,

---

<sup>22</sup> Exhibit 9.



in which Fertal assigned Barlag to work on the Public Safety Master Plan, Barlag started to prepare for a presentation on the plan that same week.

- When Roeder assigned Barlag additional specific assignments, required Barlag to attend meetings and report to work at City Hall, Barlag raised no objection that the request was contrary to the terms of the Settlement Agreement or his expectation. According to Roeder, Barlag negotiated a work schedule to facilitate his ability to carpool to work with his wife.
- The Investigator considers the covert recording to be the best evidence available in this Investigation on the issue of whether Barlag considered the position as a “no show job.” When given an opportunity to state that he had no expectation of providing any services during the covert telephone conversation, Barlag never made such a statement. Barlag freely discussed limited work assignments and his expectation that the new City Manager may give Barlag a different direction. Barlag also explained that he understood he did not have to report to work at the City, but that he was permitted to telecommute. He also indicated that if the City wanted him to report to City Hall to provide services, he would revisit the issue of the removal of the car allowance as the removal of the car allowance was the reason that Fertal did not require Barlag, who lived in Los Angeles, to report to work at City Hall. All of these conversations are consistent with someone who had an expectation to perform services for the City.

The Investigation found evidence that Barlag performed services as the Public Safety Administrative Officer and that it was **not** a “no show” job.

- Regarding services performed prior to November 17, 2014, the Investigation was unable to uncover evidence to confirm or dispute Barlag’s claim that Fertal directed him to work on the Public Safety Facilities Master Plan, the Ambulance RFP and the 800 MHZ Public Safety Consolidated Communications System.
- Regarding services performed after November 17, 2014, the Investigation uncovered evidence to confirm that Fertal provided Barlag with specific assignments relating to the Public Safety Master Plan and the Ambulance RFP Process. Those services were further defined and expanded with the appointment of Roeder as the Interim City Manager.

END OF REPORT



OFFICE OF THE  
**DISTRICT ATTORNEY**  
ORANGE COUNTY, CALIFORNIA  
**TONY RACKAUCKAS, DISTRICT ATTORNEY**

February 24, 2016

City of Garden Grove  
Scott Stiles, City Manager

Re: Allegations of Brown Act Violations  
District Attorney Investigations Case # S.A. 14 -130

**JIM TANIZAKI**  
SENIOR ASSISTANT D.A.  
VERTICAL PROSECUTIONS/  
VIOLENT CRIMES

**JOSEPH D'AGOSTINO**  
SENIOR ASSISTANT D.A.  
GENERAL FELONIES/  
ECONOMIC CRIMES

**MICHAEL LUBINSKI**  
SENIOR ASSISTANT D.A.  
SPECIAL PROJECTS

**JAIME COULTER**  
SENIOR ASSISTANT D.A.  
BRANCH COURT OPERATIONS

**CRAIG HUNTER**  
CHIEF  
BUREAU OF INVESTIGATION

**ROBERT WILSON**  
INTERIM DIRECTOR  
ADMINISTRATIVE SERVICES

**SUSAN KANG SCHROEDER**  
CHIEF OF STAFF

The Office of the Orange County District Attorney (OCDA) has completed an investigation regarding Ralph M. Brown Act violations by the City Council for the City of Garden Grove.

The district attorney is authorized not only to prosecute violations of the Brown Act, but short of litigation, the district attorney's office may issue public findings concerning, and/or admonitions, to offending local agencies.

The Brown Act [codified in Government Code §54950 *et seq*] is intended to ensure the public's right to attend the meetings of public agencies.... The Act thus serves to facilitate public participation in all phases of local government decision making and to curb misuse of the democratic process by secret legislation of public bodies. *Mckee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force* (2005) 134 Cal. App. 4<sup>th</sup> 354, 358.

### OVERVIEW

This letter contains a description of the scope and legal conclusions resulting from the OCDA investigation into the allegations that the Garden Grove City Council violated the Brown Act in August and September of 2014. This letter includes an overview of the OCDA's investigative methodology and procedures employed, as well as a description of the relevant evidence examined, witnesses interviewed, factual findings, and legal principles applied in analyzing the allegations and determining whether there is sufficient evidence to prove beyond a reasonable doubt that a crime was committed.

In early December 2014, the OCDA received information from law enforcement regarding possible violations of the Brown Act by the Garden Grove City Council in connection with creating the new position of Public Safety Administrative Officer and appointing David Barlag to this newly created position. Subsequently, OCDA also received a complaint from a resident of Garden Grove regarding similar allegations.

The OCDA conducted an independent and thorough investigation of the facts and circumstances surrounding these allegations and impartially reviewed all available evidence and legal standards. The scope and findings of this investigation and legal review are expressly limited to determining whether the Brown Act was violated during the process of creating the position of Public Safety Administrative Officer.

## PROCEDURAL BACKGROUND

The initial information OCDA received alleged that the City of Garden Grove violated the Brown Act by creating the position of Public Safety Administrative Officer in a closed session meeting of the City Council. It was further alleged that the Garden Grove City Council appointed Garden Grove Fire Department (GGFD) Chief Barlag to this newly created position as part of an agreement between the City and Barlag after Barlag resigned his position as the Fire Chief of GGFD, and that this agreement was entered into in order to compensate Barlag for his resignation as Fire Chief of GGFD after a vote of no-confidence by the Firefighters' Union (Union). Any reference in this letter to "City Council" is intended to mean the Garden Grove City Council members and the mayor. The following is a list of individuals referenced in this letter:

- Bruce Broadwater: Then-Mayor of Garden Grove. He was voted out of office in November 2014 with his term ending in December 2014.
- Matthew Fertal: Then-City Manager of Garden Grove. Fertal was appointed the City Manager in February 2004, and he retired in December 2014.
- David Barlag: Public Safety Administrative Officer of Garden Grove. Prior Fire Chief of GGFD.
- Jeremy Broadwater: GGFD firefighter. Prior Garden Grove Park Ranger for approximately seven years. Son of former Mayor Bruce Broadwater.
- Steve Jones: Councilmember, City of Garden Grove.
- Kris Jones: Councilmember, City of Garden Grove.
- Dina Nguyen: Then-Councilmember, City of Garden Grove.
- Chris Phan: Councilmember, City of Garden Grove. Chris Phan is currently an Orange County deputy district attorney. The OCDA consulted with the California Attorney General's Office (CAG) prior to the commencement of this investigation, and the CAG concluded that it was appropriate for OCDA to investigate this matter notwithstanding the fact that Chris Phan is also employed as an Orange County deputy district attorney.
- Thomas Nixon: Then-Garden Grove City Attorney.

During this investigation and legal review, the OCDA obtained and considered a wide range of documents, including but not limited to the following documents:

- Agreement and release between the City of Garden Grove and Barlag;
- Garden Grove Resolution – salary plan for the position of Public Safety Administrative Officer;
- Emails and City documents belonging to Fertal;
- 35 emails and attachments from Barlag;
- Copies of all California Public Record Act requests filed with the City of Garden Grove from June 1, 2014, to March 9, 2015, relating to Barlag, and any responsive documents or letters submitted by the City of Garden Grove in response to such Public Record Act requests;
- Expense reports for Barlag;
- Statements of earnings for Barlag;
- Personnel records relating to Jeremy Broadwater's application to become a GGFD firefighter as well as records relating to his interviewing process;
- The letter communicating the Union's Vote of No Confidence in Barlag;
- All written correspondence between the City of Garden Grove and Barlag;
- Work product generated by Barlag from Sept. 30, 2014, to March 20, 2015; and
- City of Garden Grove records relating to City Council meetings and agendas.

In addition to reviewing records and documents, OCDA interviewed in excess of 20 individuals connected to the subject matter of the investigation.

On Feb. 6, 2015, prior to attempting to interview any official from the City of Garden Grove, OCDA requested that the Garden Grove City Council waive any potential attorney-client privilege relating to the subject matter of this investigation. This waiver was requested so that OCDA could interview all involved officials without having any such official refuse to answer questions on the grounds that the answers would violate the attorney-client privilege. Six days later, on Feb. 12, 2015, then-interim City Manager Allan Roeder confirmed to our office that the Garden Grove City Council agreed to the OCDA's request and waived the attorney-client privilege as it relates to the subject matter of this investigation. We thank them for their cooperation.

### FACTUAL BACKGROUND

In November 2012, Barlag was appointed the Fire Chief of GGFD. The position of Fire Chief was an "at-will" position within the City of Garden Grove as detailed in a resolution approved by the City Council. An "at-will" appointment can be terminated by the City without cause. Barlag did not have a contract with the City guaranteeing him the position of Fire Chief for any specified period of time. As the Fire Chief of the GGFD, Barlag earned an annual salary of \$226,599.96. Prior to his appointment as Fire Chief, Barlag had worked for GGFD for about 30 years and rose through the ranks of the department after starting as a firefighter. Barlag was appointed Fire Chief by Garden Grove City Manager Fertal, who had the authority to make the appointment.

In October 2013, Jeremy Broadwater, who had previously worked for about seven years as a Garden Grove park ranger, was hired, at Barlag's direction, as a Garden Grove firefighter.

In June 2014, the Garden Grove Firefighters' Union held a "Vote of No Confidence" in Barlag as their Fire Chief. The Union notified the City Manager and the City Council of their vote of no confidence in Barlag, and also cited internal issues over the hiring of Jeremy Broadwater by Barlag as one of the reasons for their lack of confidence in Barlag's leadership. As a result of the management related issues at GGFD and the vote of no confidence as reported by the Union, the City Manager with the approval of the City Council retained the services of Management Partners, an independent management consulting firm, to conduct an audit of GGFD and identify problems within the department.

Between August 2014 and October 2014, a verbal report compiled by Management Partners was given to the City Manager. The City Manager subsequently verbally relayed the conclusions of the report to the members of the City Council. The report compiled by Management Partners identified the following issues at GGFD:

- Barlag not exercising appropriate managerial control;
- Lack of appropriate discipline within GGFD; and
- An appearance of favoritism by Barlag in hiring Jeremy Broadwater as a firefighter.

In early August 2014, Barlag contacted the Garden Grove City Attorney and notified him that he (Barlag) had spoken to a lawyer. In his conversation with the City Attorney, Barlag threatened litigation against the City of Garden Grove if he were removed as Fire Chief of the GGFD. Barlag also notified the City Manager of his intent to sue the City of Garden Grove if removed as Fire Chief. On Aug. 12, 2014, after speaking to Barlag earlier in the month, the City Attorney and the City Manager briefed the City Council in a closed session meeting about Barlag's threat of litigation. After they briefed the City Council on what they

described as a credible threat of litigation by Barlag, and without any meaningful discussion about the fact that Barlag was an "at-will" employee or the fact that the City could terminate Barlag's appointment without cause, the City Council directed the City Manager to find a resolution to Barlag's threat of litigation. It also became apparent that some members of the City Council concluded that Barlag should no longer remain the Fire Chief of GGFD because they lost confidence in his ability as well as his effectiveness in leading the department.

Thereafter, the City Manager proposed a solution to the City Council to the situation they were confronting in a closed session meeting. The City Manager proposed creating a new position for Barlag with the City of Garden Grove in exchange for removing him as the Fire Chief of the GGFD. Acting on Fertal's recommendation, the City Council directed the City Manager, in a closed session meeting, to move forward with his proposal and negotiate a resolution with Barlag. The City Manager and the City Attorney drafted a settlement agreement between Barlag and the City of Garden Grove. The agreement included the following terms:

- Barlag's resignation as Fire Chief of GGFD;
- The creation of the position of Public Safety Administrative Officer in the City of Garden Grove;
- Upon Barlag's resignation as the Fire Chief of GGFD, Barlag would be appointed as the City's first Public Safety Administrative Officer;
- Barlag's new salary as the City's Public Safety Administrative Officer would be the salary he was earning as the Chief of GGFD (\$226,599.96) plus a training premium of five percent;
- Barlag would no longer receive a vehicle allowance, which he was receiving as the Fire Chief of GGFD;
- Barlag would be able to hold the position of Public Safety Administrative Officer for over two years and will retire from the City on Dec. 31, 2016;
- Barlag's enhanced salary as the City's Public Safety Administrative Officer would continue to count toward the calculation of his pension from the City upon his retirement in December 2016;
- The City would pay Barlag's attorney's fees in the amount of \$3,750; and
- A confidentiality non-disclosure clause will be included as part of the agreement.

The Public Safety Administrative Officer position was a new position in the City of Garden Grove. This position did not previously exist, and there was never a discussion about any need for such a position prior to the settlement agreement between the City and Barlag. This new position was created without a resolution of the City Council prior to the settlement agreement with Barlag. In total, the City Council held three closed session meetings in connection with this matter. The three closed session meetings were held on Aug. 12, 2014; Aug. 26, 2014; and Sept. 23, 2014. On Sept. 29, 2014, Barlag notified the City Manager in an email of his intent to resign as Fire Chief of GGFD after 32 years of service with the City.

On Sept. 30, 2014, the settlement agreement reached between the City of Garden Grove and Barlag was signed by both parties and it became effective immediately; Barlag was appointed as the City's Public Safety Administrative Officer and he was also referred to as the City's Public Safety Director. Barlag immediately started drawing an increased salary. None of these actions were properly created or approved on that date. Not until there was public inquiry was the position of Garden Grove Public Safety Administrative Officer, along with increased salary and benefits, properly created or authorized through open deliberations.

On or about Oct. 14, 2014, Management Partners completed and submitted their final written report regarding the management of GGFD. The written report included the above listed points from the verbal review previously provided to the City Council by the City Manager.

Acting under the pressure of multiple Public Records Act requests by members of the media, on Nov. 25, 2014, the City Council, in an open public session, adopted and ratified an amendment to Resolution Number 9251-14, publicly creating the new position of Public Safety Administrative Officer. This was the first public act by the City Council regarding the secret creation of a new position that paid over a quarter million dollars annually in public money.

On Dec. 8, 2014, the above detailed allegations relating to possible Brown Act violations were reported to OCDA by the Garden Grove Police Department. Shortly thereafter, in a conversation covertly taped by OCDA, Barlag stated that he (Barlag) and the City Manager had an understanding about Barlag's new position as Public Safety Administrative Officer. Barlag stated that his understanding with the City Manager was that Barlag will not be required to report to the City for work and it was based on this specific understanding that Barlag was no longer collecting a car allowance as part of the agreement signed on Sept. 30, 2014.

After his interview with OCDA on Feb. 19, 2015, and at the request of OCDA, the City Attorney provided OCDA with a legal memorandum detailing his legal position for why he felt it was legally appropriate for the City Council to hold closed session meetings in connection with the creation of the new position of Public Safety Administrative Officer, and why he felt it appropriate to keep such action secret until the City was forced to reveal it under the pressure of multiple Public Records Act Requests. We do not agree with that analysis with respect to the creation of a new job.

## LEGAL ANALYSIS

### 1. Open Meetings

The Brown Act is codified in Government Code section 54950 *et seq.* Broadly, the Brown Act requires legislative bodies, including City Councils, to conduct the public's business in public. (Preamble, Government Code section 54950.) With certain limited exceptions, all meetings of the legislative body must be open to any member of the public to attend. (Government Code section 54953.) Before any decisions are made, members of the public must be given notice, by putting the item on the agenda, that the topic will be discussed at a particular meeting. (Government Code section 54954.2.) If an item is not on the agenda, it may not be discussed or voted on in the public meeting. (Government Code section 54954.2.) Furthermore, members of the public must be given the opportunity to comment on the matter before a vote is taken or a decision is made. (Government Code section 54954.3.) Under the Brown Act, private or secret meetings between a majority of the members of the legislative body are prohibited. (Government Code section 54952.2.) However, under certain limited circumstances, a legislative body may meet in "closed session" to discuss certain matters, such as labor or real property negotiations (Government Code sections 54957.6 & 54956.8), certain personnel matters (Government Code section 54957,) and to confer with legal counsel regarding "pending litigation," (Government Code section 54956.9.)

### 2. Anticipated/Pending Litigation Exception

In order for OCDA to file criminal charges for a violation of the Brown Act, the OCDA must be able to prove beyond a reasonable doubt a specific intent and mental state on the part of the accused. Government Code section 54959 requires that each "member of a legislative body who attends a meeting of that legislative body where action is taken in violation of any provision of this chapter, and where the member **intends** to deprive the public of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor."

Based on the position taken by the City Attorney, it appears that the Garden Grove City Council, on the advice of the City Attorney, relied on the "pending litigation" exception by holding multiple closed session

meetings to discuss Barlag and the creation of the new position of Public Safety Administrative Officer. Regarding the "pending litigation" exception to the Brown Act requirements, Government Code section 54956.9 (d) provides the following:

"Litigation shall be considered *pending* when any of the following circumstances exist:

- (1) Litigation, to which the local agency is a party, has been initiated formally.
- (2) A point has been reached where, *in the opinion of the legislative body* of the local agency *on the advice of its legal counsel*, based on existing facts and circumstances, *there is a significant exposure to litigation against the local agency.*
- (3) Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (2).
- (4) Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."

The courts have also recognized the need for a legislative body to confer in closed session with legal counsel when contemplating taking action which will likely result in litigation. In *County of Los Angeles v. Superior Court* (2005) 130 Cal.App.4<sup>th</sup> 1099, the Court of Appeal agreed with the County Board of Supervisors' conclusion that the "pending litigation" exception applied to a closed session discussion of the County's decision to cut Medicare funding to the King/Drew Medical Center, even though no lawsuit had yet been filed as a result of the decision.

### 3. Civil/Criminal Enforcement

#### a. Civil Litigation

As to civil enforcement, the allegation of Brown Act violations were submitted to the OCDA on Dec. 8, 2014, more than 90 days after the first closed session meeting on Aug. 12, 2014. In addition, by the time the allegations were submitted to the OCDA, the City Council had already cured the alleged violation by holding a public meeting and taking a public vote on the matter. Therefore, seeking a civil remedy is not an option since the City of Garden Grove had already taken corrective action on Nov. 25, 2014, by voting publicly on the creation of the position of Public Safety Administrative Officer.

#### b. Criminal Prosecution

In order to prove a Brown Act violation beyond a reasonable doubt, we must fairly consider the arguments and information provided to OCDA at our request by the Garden Grove City Attorney. The City Attorney's legal position is essentially that the City Council was allowed to discuss Barlag's situation in closed session, without reporting their actions, because Barlag had threatened to sue the City. The City Attorney argues that these closed session discussions pertaining to a pending litigation are authorized by Government Code section 54957.1(a)(3). The claimed legal reason for the City Attorney's assertion that the action taken in the closed session meetings did not need to be reported out is because the action was, ostensibly, to authorize the City Manager to offer employment to Barlag in exchange for Barlag waiving any legal claims he may have against the City. Therefore, the City Attorney took the position that the City Council's action did not settle the lawsuit *per se*, and therefore it was not required to be reported out in a public session because the offer to settle still had to be accepted by Barlag before it went into effect. This position was asserted by the City Attorney because if the City Council approved a settlement already agreed to by Barlag in a closed session, the Brown Act would have required this action to be disclosed to the public in open session, at the conclusion of the closed session.

In deciding if OCDA can prove beyond a reasonable doubt that this reliance on the “pending litigation” exception was a ruse or a pretext, we have to fairly and reasonably consider the following two legal points.

First, the open session requirements of Government Code section 54957.1(a)(5) apply only to actions taken as a result of a complaint or charges made against the affected City employee in accordance with Government Code section 54957, and only when an open session is requested by the affected employee. In this case, the affected employee is Barlag and he never made such a request. In *Furtado v. Sierra Community College* (1998) 68 Cal.App.4<sup>th</sup> 876, a former employee of the community college challenged the decision of the college’s board of trustees to not renew her contract. The superior court ruled against her and she appealed, arguing that the board’s decision violated the Brown Act. The court of appeal rejected her argument and held that the open session requirement applies only to the portion of the meeting pertaining to specific complaints or charges brought against the employee. (*Furtado, supra*, at pp. 880-882.) And even then, the Brown Act only requires that the discussions take place in open session when requested by the affected employee. (*Ibid.*) The court went on to note that in drafting the Brown Act, “the Legislature has drawn a reasonable compromise, leaving most personnel matters to be discussed freely and candidly in closed session . . . .” (*Id.* at p. 882.)

In the present case, even if the City Council’s reliance on the pending litigation exception was a ruse, and its primary objective was to discuss Barlag’s employment, the discussion would only need to be held in an open session if it were a result of a complaint or charge brought against Barlag. Even then, the discussion would only need to be held in an open session if Barlag specifically requested that the complaint or charges be discussed in open session. While it could easily be argued that the City Council’s discussion came about as a result of a complaint or charge pertaining to Barlag’s recent personnel related decisions while at the helm of the GGFD, there is no indication whatsoever that Barlag requested a public airing of the grievance in an open session. Quite the contrary, there is every indication that Barlag wanted this matter resolved quietly and privately.

Accordingly, because there was no request by Barlag to discuss the complaints or charges in an open session, the requirements of Government Code section 54957.1(a)(5) do not apply, and OCDA cannot rely on this section to prove, beyond a reasonable doubt, that the City Council’s actions violated the Brown Act.

Secondly, we have to take into account the fact that the action taken by the City Council did **not immediately affect** Barlag’s employment status. The Brown Act only requires immediate reporting of a closed session action when the action immediately affects the employment status of the employee. In *Gillespie v. San Francisco Public Library Commission* (1998) 67 Cal.App.4<sup>th</sup> 1165, the plaintiff sued to block the Library Commission’s nomination of candidates for City Librarian. The plaintiff argued that the Brown Act (as well as the City of San Francisco’s *Sunshine Ordinance*) required that the Commission’s discussion be held in open session. In the alternative, the plaintiff argued that the Commission’s decision, made in closed session, should have immediately been reported out. In rejecting the plaintiff’s arguments, the court of appeal reasoned that because the Commission’s decision was to *nominate* candidates for City Librarian, only one of which was to be *appointed* at a later date by the mayor, the closed session discussion was proper and the action taken need not be reported out. The court of appeal noted that the “plain reading of these statutes compels the conclusion that only actions taken in closed session which *immediately* affect the employment status of a public official are to be reported the same day.” (*Gillespie, supra*, at p. 1175; *emphasis in original.*) The court of appeal relied heavily on an Attorney General’s Opinion (*Compensation of Hospital Administrator*, Attorney General’s Opinion No. 79-1110, 63 Ops.Cal.Atty.Gen. 215 (1980)) which concluded that “to require a public report on all ‘action taken’ in executive [closed] session on ‘personnel matters’ could effectively destroy the ‘personnel exception.’” (*Id.*, at p. 1176, quoting from page 220 of the Attorney General’s Opinion.)



In the present case, the action taken by the Garden Grove City Council was to authorize the City Manager to offer a new position with the City to Barlag, and this new position was to take effect at a future date after the closed session meeting. In addition, the offer of new employment to Barlag was conditional upon Barlag resigning as Fire Chief of GGFD and waiving any legal claims he may have against the City of Garden Grove. Like the decision made by the library commission in *Gillespie*, there is an argument to be made that the action taken by the Garden Grove City Council did not *immediately* affect the employment status of Barlag. The new employment of Barlag did not take effect immediately on any of the days of the closed session meetings, and the terms and conditions still needed to be agreed to by Barlag. As a result, even if the City's pending litigation argument was simply a ruse to take action on Barlag's employment status, the way in which the City Council went about it, whether intentional or not, appears to give the City Council a defense against the applicability of the reporting requirements of the Brown Act. Consequently, because the courts have been inclined to show a deference to a City Council handling employment matters in closed sessions, the conclusion that the Garden Grove City Council's action was primarily an employment decision, and only tangentially related to a pending litigation, and the OCDA would likely come up short of being able to prove a violation of the Brown Act beyond a reasonable doubt.

Accordingly, it is our opinion that there is a lack of sufficient evidence to prove a violation of the Brown Act beyond a reasonable doubt, and therefore, it will not be appropriate for the OCDA to file criminal charges alleging a violation of the Brown Act under the anticipated/pending litigation exception.

#### OCDA'S FINDINGS AND CONCERNS

OCDA believes it is necessary to make findings and recommendations. It is the position of OCDA that the actions taken by the City of Garden Grove in this instance violated the spirit and intent of the Brown Act. Even though there are no litigation remedies available to us, it is important that the OCDA makes public findings.

We do not believe the City Attorney's legal analysis on this topic to be convincing. It is our opinion that there is a reasonable inference that the City Council simply used the pending litigation exception as a ruse or a pretext to get around the disclosure requirements of the Brown Act with respect to actions taken in closed session which affect employment status in accordance with Government Code section 54957.1(a)(5).

Our investigation concluded, and the City of Garden Grove has acknowledged, that it is the City Manager who makes employee decisions as to hiring, evaluation and termination, not council members. Garden Grove's City Council only governs the appointment of the City Manager. All other employee decisions are made by the City Manager. In that the City Manager makes employee decisions, previous California Attorney General Opinions have held that in those situations, the governing body (city council) has no authority to meet in closed session concerning the staff. (Attorney General's Opinion, 85 Ops.Cal.Atty.Gen. 77 (2002).)

What we have learned in our investigation is as follows:

- Closed session held Aug. 12, 2014, under the "Anticipated Litigation" exception, discussed employment status of Barlag.
- Closed session held Aug. 26, 2014, under the "Anticipated Litigation" exception, discussed employment status of Barlag.
- Closed session held Sept. 23, 2014, under the "Anticipated Litigation" exception, discussed employment status of Barlag.

- Councilmembers in closed session discussed the creation of a job that previously did not exist, Public Safety Administrative Director.
- Councilmembers in closed session discussed Barlag being made the Public Safety Administrative Director effective immediately upon signing the agreement.
- Councilmembers, along with the City Manager and City Attorney, in closed session did not discuss nor remember discussing the fact that Barlag was an “at-will” employee.
- Councilmembers, along with the City Manager and City Attorney, in closed session did not discuss nor remember discussing if there were any merits to Barlag’s threat of litigation.
- No councilmember in closed session, along with the City Manager and City Attorney, objected to any of the above-described actions.
- On Sept. 30, 2014, Barlag signed “CITY OF GARDEN GROVE SETTLEMENT AGREEMENT AND GENERAL RELEASE”.
- On Sept. 30, 2014, Barlag started receiving salary and benefits in the position of Public Safety Administration Officer.
- Until public and press inquiries, there was no requirement that Barlag report to work in the City of Garden Grove.
- The position of Public Safety Administration Officer was not officially created until the city council meeting on Nov. 25, 2014, in open session, on a vote of four votes for and one against.

It is our perception that the “Anticipated Litigation” exception to the Brown Act was manipulated in such a way to allow the Garden Grove City Council to go into closed session to allow the City Council to delay the public from finding out what their elected officials were doing with respect to the resignation of Barlag as Fire Chief, the creation of a highly paid new position, and the selection of Barlag to that position.

Based on the entirety of all the available evidence in this case, there appears to be reasonable cause to believe that the reliance by the former City Attorney and the former City Manager on this exception to the Brown Act requirement of Open Public Meetings is merely a pretext to keep this situation a secret for reasons not allowed under the Brown Act. Barlag was an “at-will” employee who could be terminated without cause. It is true that Barlag, just like any other “at-will” employee, could not be terminated for an “illegal cause.” An employee’s national origin, ethnic background, or sexual orientation are some of the examples of “illegal causes.” However, in Barlag’s situation, the need for terminating his employment had nothing to do with any illegal cause. In addition, the City Council was also aware of an independent audit prepared by an outside consulting firm showing ample cause to doubt the effectiveness of Barlag as the Fire Chief of GGFD.

### RECOMMENDATIONS

In light of the above detailed facts and circumstances, OCDA is recommending that the Garden Grove City Council consider adopting the following steps in the interest of promoting public transparency:

1. To record any and all future closed session meetings for a period of at least two years, effective immediately, in accordance with the provisions of Government Code section 54690;
2. If a new employment position is created in the future by the Garden Grove City Council, the City Council commits to disclose the creation of the new position in public before filling the position;
3. The Garden Grove City Council commits to refrain from relying on the ‘pending litigation’ exception, provided for in Government Code Section 54956.9, to create a new City position in closed session, without reporting this action immediately at the conclusion of the closed session meeting; and

4. The City audits the work and performance of the newly created "Public Safety Administrative Officer" to assure the public that the position is not a "no show" job.

Accordingly, the OCDA is closing its inquiry into this matter.

  
EBRAHIM BAYTIEH  
Assistant District Attorney

  
MICHAEL LUBINSKI  
Senior Assistant District Attorney

Zimbra

davidba@ci.garden-grove.ca.us

---

**Fwd: Questions - Barlag**

---

**From :** Matt Fertal <mattf@ci.garden-grove.ca.us> Wed, Nov 12, 2014 03:07 PM  
**Subject :** Fwd: Questions - Barlag  
**To :** Steve Jones <jones4gg@gmail.com>, CM Beard <beard4gg@gmail.com>, vote4chrisphan <vote4chrisphan@gmail.com>, Dina Linh <dinalinhesq@gmail.com>  
**Cc :** Maria Stipe <marias@ci.garden-grove.ca.us>, Laura Stover <lauras@ci.garden-grove.ca.us>, David Barlag <davidba@ci.garden-grove.ca.us>

---

**From:** "Matt Fertal" <mattf@ci.garden-grove.ca.us>  
**To:** "Thy Vo" <thyanhvo@gmail.com>  
**Sent:** Wednesday, November 12, 2014 1:44:07 PM  
**Subject:** Re: Questions - Barlag

Thy,

I'll do my best to answer your questions.

- 1) Dave Barlag will advise and report to the City Manager regarding a variety Public Safety matters. The most immediate need includes the presentation of several issues related to the desire to construct a new Fire Department Headquarters building on the former Black Angus site. Dave was previously involved in developing the building's final design, preparation of the construction drawings and construction cost estimates necessary to proceed with the building of the new headquarters facility. Dave will serve as the City's Project Manager on this project.
- 2) Dave's time serving as Project Manager will be funded through project development costs.
- 3) At this time, Dave is not expected to directly supervise employees. As part of his role as Project Manager for this project, Dave may have to coordinate with other City employees from the Planning, Building and Engineering departments.
- 4) Construction of the Fire Headquarters requires the City to contract with a private construction firm. Dave will serve as the Project Manager to coordinate efforts between the contractor and the City.
- 5) Mr. Barlag did retain an attorney and did threatened a lawsuit against the City. Litigation can be very expensive for the City and highly unpredictable. The Settlement Agreement was determined to be the most cost effective resolution of this matter.

I hope this information is helpful.

Matt

---

**From:** "Thy Vo" <thyanhvo@gmail.com>  
**To:** mattf@ci.garden-grove.ca.us  
**Sent:** Wednesday, November 12, 2014 11:39:58 AM

**Subject:** Questions - Barlag

Hi Matt,

I'm doing a story with a 7pm deadline and had a few questions. Please let me know if you plan to respond.

-What are Dave Barlag's job responsibilities? Mayor Broadwater said he would be building and managing 2 fire stations.

-Where in the budget is this money coming from?

-Will Mr. Barlag be managing any employees? Who reports to him and is he a full-time employee?

-How might the construction of a fire station normally be done - in house, contracted out?

-Why wasn't Mr. Barlag offered a buyout rather than being retained?

-Did Mr. Barlag threaten the city with a lawsuit?

-I was told the city weighed the option of litigation by Mr. Barlag vs. retaining him — why would the cost of potential litigation be higher than the \$200,000 or more in salary and benefits he will be making otherwise?

Thanks for your time.

Best,

Thy Vo  
Reporter  
Voiceofoc.org  
mobile: 714-867-8381  
[twitter.com/thyanhvo](https://twitter.com/thyanhvo)

---

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

---

Zimbra

davidba@ci.garden-grove.ca.us

---

**Dave Barlag Assignments**

---

**From :** Matt Fertal <mattf@ci.garden-grove.ca.us> Tue, Nov 18, 2014 02:59 PM  
**Subject :** Dave Barlag Assignments  
**To :** Warren Hartley <warren.hartley@yahoo.com>, Jeff Spargur <jspargur@ci.garden-grove.ca.us>, nathanb@garden-grove.org, Todd Elgin <todde@ci.garden-grove.ca.us>, Kevin Raney <kevinr@ci.garden-grove.ca.us>, David Barlag <davidba@ci.garden-grove.ca.us>, Maria Stipe <marias@ci.garden-grove.ca.us>, Laura Stover <lauras@ci.garden-grove.ca.us>, Kingsley Okereke <kingsley@ci.garden-grove.ca.us>  
**Cc :** Steve Jones <jones4gg@gmail.com>, CM Beard <beard4gg@gmail.com>, Dina Linh <dinalinhesq@gmail.com>, vote4chrisphan <vote4chrisphan@gmail.com>

Hey guys,

I met with Dave Barlag this week to go over some areas of responsibility as Public Safety Administrator . Since Dave was previously involved in the Ambulance RFP process, I asked Dave to continue leading that effort. Dave will contact Omar at Spradling and check on status.

Also, I want to move the Public Safety Master Plan forward. That includes the construction of a new Fire Department Headquarters on the former Black Angus site and then the remodel and expansion of the Police Administration Building. Again, since Dave was previously the lead on this project, I asked Dave to serve as Project Manager for the City on this project. I plan to list the Public Safety Master Plan on the upcoming Central Management retreat. I expect we will have a robust discussion.

Any questions or thoughts, give me a call.

Matt

---



Timesheet System

[Internet Home Page](#) | [Employee Directory](#) Thursday, July 02, 2015

[Timesheet home](#) | [Help/Logout](#)

User: BARLAG, DAVID (EMP ID: 0367) [FT]  
Period: Sep 13, 2014 - Sep 26, 2014  
Status: PROCESSED

[Printable PDF Version](#)

Display actions taken on this timesheet

Week of Sep 13, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
12	13	14	15	16	17	18	19								
4.0		9.0	9.0	9.0	9.0	9.0		5001 FIRE MANAGEMENT			40.0				
4.00	0.0	0.0	9.0	9.0	9.0	9.0	0.0				40.0	0.0		0.0	

Week of Sep 20, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
19	20	21	22	23	24	25	26								
			9.0	9.0	9.0	9.0	4.0	5001 FIRE MANAGEMENT			40.0				
0.00	0.0	0.0	9.0	9.0	9.0	9.0	4.0				40.0	0.0		0.0	

Vacation	Sick	Comp	Admin	Floating	Holiday	Holiday	Remaining
210.7	1080.2	0.0	40.0	9.0			63.0

5001 FIRE MANAGEMENT: 80.0

Total Regular: 80.0  
 Total Paid OT: 0.0  
 Total Comp OT: 0.0  
 Total Standby OT: 0.0  
 Total Straight Book Comp: 0.0

[Return to main page](#)



Timesheet System

[Internet Home Page](#) | [Employee Directory](#) Thursday, July 02, 2015

[Timesheet home](#) | [Help](#) [Logout](#)

User: BARLAG, DAVID (EMP ID: 0367) [FT]

[Printable PDF Version](#)

Period: Sep 27, 2014 - Oct 10, 2014

Status: PROCESSED

Display actions taken on this timesheet

Week of Sep 27, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	TaskProj	Hours	OT	Paid	OT	Comp
26	27	28	29	30	01	02	03							
			10.0	10.0	10.0	10.0	10.0	0020 MANAGEMENT		40.0				
0.00	0.00	0.0	10.0	10.0	10.0	10.0	10.00			40.0	0.0		0.0	

Week of Oct 04, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	TaskProj	Hours	OT	Paid	OT	Comp
03	04	05	06	07	08	09	10							
			10.0	10.0	10.0	10.0	10.0	0020 MANAGEMENT		40.0				
0.00	0.00	0.0	10.0	10.0	10.0	10.0	10.00			40.0	0.0		0.0	

Vacation	Sick	Comp	Admin	Floating	Holiday	Holiday	Remaining
210.7	1080.2	0.0	40.0	9.0			63.0

0020 MANAGEMENT: 80.0

Total Regular: 80.0

Total Paid OT: 0.0

Total Comp OT: 0.0

Total Standby OT: 0.0

Total Straight Book Comp: 0.0

[Return to main page](#)





Timesheet System

[Internet Home Page](#) | [Employee Directory](#) Thursday, July 02, 2015

[Timesheet home](#) | [Help](#) [Logout](#)

User: BARLAG, DAVID (EMP ID: 0367) [FT]

[Printable PDF Version](#)

Period: Oct 11, 2014 - Oct 24, 2014

Status: PROCESSED

Display actions taken on this timesheet

Week of Oct 11, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
10	11	12	13	14	15	16	17								
			10.0	10.0	10.0	10.0	10.0	0020 MANAGEMENT			40.0				
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				40.0	0.0		0.0	

Week of Oct 18, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
17	18	19	20	21	22	23	24								
			10.0	10.0	10.0	10.0	10.0	0020 MANAGEMENT			40.0				
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				40.0	0.0		0.0	

Vacation	Sick	Comp	Admin	Floating	Holiday	Holiday	Remaining
210.7	1080.2	0.0	40.0	9.0			63.0

0020 MANAGEMENT: 80.0

Total Regular: 80.0

Total Paid OT: 0.0

Total Comp OT: 0.0

Total Standby OT: 0.0

Total Straight Book Comp: 0.0

[Return to main page](#)



Timesheet System

[Internet Home Page](#) | [Employee Directory](#) Thursday, July 02, 2015

[Timesheet home](#) | [Help](#) [Logout](#)

User: BARLAG, DAVID (EMP ID: 0367) [FT]

[Printable PDF Version](#)

Period: Oct 25, 2014 - Nov 07, 2014

Status: PROCESSED

Display actions taken on this timesheet

Week of Oct 25, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	TaskProj	Hours	OT	Paid	OT	Comp
24	25	26	27	28	29	30	31							
			10.0	10.0	10.0	10.0	10.0	0020 MANAGEMENT		40.0				
0.00	0.00	0.00	10.0	10.0	10.0	10.0	0.00			40.0	0.0		0.0	

Week of Nov 01, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	TaskProj	Hours	OT	Paid	OT	Comp
31	01	02	03	04	05	06	07							
			10.0	10.0	10.0	10.0	10.0	0020 MANAGEMENT		40.0				
0.00	0.00	0.00	10.0	10.0	10.0	10.0	0.00			40.0	0.0		0.0	

Vacation	Sick	Comp	Admin	Floating	Holiday	Holiday	Remaining
210.7	1080.2	0.0	40.0	9.0			63.0

0020 MANAGEMENT: 80.0

Total Regular: 80.0

Total Paid OT: 0.0

Total Comp OT: 0.0

Total Standby OT: 0.0

Total Straight Book Comp: 0.0

[Return to main page](#)



Timesheet System

[Internet Home Page](#) | [Employee Directory](#) Thursday, July 02, 2015

[Timesheet home](#) | [Help](#) [Logout](#)

User: BARLAG, DAVID (EMP ID: 0367) [FT]

[Printable PDF Version](#)

Period: Nov 08, 2014 - Nov 21, 2014

Status: PROCESSED

[Display actions taken on this timesheet](#)

Week of Nov 08, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	TaskProj	Hours	OT	Paid	OT	Comp
07	08	09	10	11	12	13	14							
			10.0	10.0	10.0	10.0	10.0	0020 MANAGEMENT		30.0				
				10.0				9956 HOLIDAY OFF		10.0				
0.00	0.00	0.0	10.0	10.0	10.0	10.0	10.0			40.0	0.0		0.0	

Week of Nov 15, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	TaskProj	Hours	OT	Paid	OT	Comp
14	15	16	17	18	19	20	21							
			10.0	10.0	10.0	10.0	10.0	0020 MANAGEMENT		40.0				
0.00	0.00	0.0	10.0	10.0	10.0	10.0	10.0			40.0	0.0		0.0	
<b>Vacation Sick Comp Admin Floating Holiday Holiday Remaining</b>														
210.7 1080.2 0.0 40.0 9.0 63.0														

9956 HOLIDAY OFF: 10.0

0020 MANAGEMENT: 70.0

Total Regular: 80.0

Total Paid OT: 0.0

Total Comp OT: 0.0

Total Standby OT: 0.0

Total Straight Book Comp: 0.0

[Return to main page](#)



Timesheet System

[Internet Home Page](#) | [Employee Directory](#) Thursday, July 02, 2015

[Timesheet home](#) | [Help](#) [Logout](#)

User: BARLAG, DAVID (EMP ID: 0367) [FT]

[Printable PDF Version](#)

Period: Nov 22, 2014 - Dec 05, 2014

Status: PROCESSED

[Display actions taken on this timesheet](#)

Week of Nov 22, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
21	22	23	24	25	26	27	28								
								0020	MANAGEMENT		0.0				
						10.0		9956	HOLIDAY OFF		10.0				
			10.0	10.0	10.0			9967	ADMIN LEAVE		30.0				
0.00	0.00	0.0	10.0	10.0	10.0	10.0	0.0				40.0	0.0		0.0	

Week of Nov 29, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp																																
28	29	30	01	02	03	04	05																																								
			10.0	10.0	10.0	10.0		0020	MANAGEMENT		40.0																																				
0.00	0.00	0.0	10.0	10.0	10.0	10.0	0.0				40.0	0.0		0.0																																	
<table border="0"> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Vacation</td> <td>Sick</td> <td>Comp</td> <td>Admin</td> <td>Floating</td> <td>Holiday</td> <td>Holiday</td> <td>Remaining</td> <td colspan="3"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>210.7</td> <td>1080.2</td> <td>0.0</td> <td>40.0</td> <td></td> <td>9.0</td> <td></td> <td>63.0</td> <td colspan="3"></td> </tr> </table>																					Vacation	Sick	Comp	Admin	Floating	Holiday	Holiday	Remaining									210.7	1080.2	0.0	40.0		9.0		63.0			
					Vacation	Sick	Comp	Admin	Floating	Holiday	Holiday	Remaining																																			
					210.7	1080.2	0.0	40.0		9.0		63.0																																			

9967 ADMIN LEAVE: 30.0

0020 MANAGEMENT: 40.0

9956 HOLIDAY OFF: 10.0

Total Regular: 80.0

Total Paid OT: 0.0

Total Comp OT: 0.0

Total Standby OT: 0.0

Total Straight Book Comp: 0.0

[Return to main page](#)



Timesheet System

[Internet Home Page](#) | [Employee Directory](#) Thursday, July 02, 2015

[Timesheet home](#) | [Help](#) [Logout](#)

User: BARLAG, DAVID (EMP ID: 0367) [FT]  
Period: Dec 06, 2014 - Dec 19, 2014  
Status: PROCESSED

[Printable PDF Version](#)

Display actions taken on this timesheet

Week of Dec 06, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
05	06	07	08	09	10	11	12	0020 MANAGEMENT			40.0				
0.00	00.0	0.0	10.0	10.0	10.0	10.0	10.0				40.0	0.0		0.0	

Week of Dec 13, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
12	13	14	15	16	17	18	19	0020 MANAGEMENT			40.0				
0.00	00.0	0.0	10.0	10.0	10.0	10.0	10.0				40.0	0.0		0.0	

Vacation	Sick	Comp	Admin	Floating	Holiday	Holiday	Remaining
210.7	1080.2	0.0	40.0	9.0			63.0

0020 MANAGEMENT: 80.0

Total Regular: 80.0

Total Paid OT: 0.0

Total Comp OT: 0.0

Total Standby OT: 0.0

Total Straight Book Comp: 0.0

[Return to main page](#)



Timesheet System

[Internet Home Page](#) | [Employee Directory](#) Thursday, July 02, 2015

[Timesheet home](#) | [Help Logout](#)

User: BARLAG, DAVID (EMP ID: 0367) [FT]

[Printable PDF Version](#)

Period: Dec 20, 2014 - Jan 02, 2015

Status: PROCESSED

Display actions taken on this timesheet

Week of Dec 20, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
19	20	21	22	23	24	25	26								
			10.0	10.0				0020	MANAGEMENT		20.0				
					10.0	10.0		9956	HOLIDAY OFF		20.0				
0.00	0.00	0.00	10.0	10.0	10.0	10.0	0.00				40.0	0.0		0.0	

Week of Dec 27, 2014

Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Package	Task	Proj	Hours	OT	Paid	OT	Comp
26	27	28	29	30	31	01	02								
								0020	MANAGEMENT		0.0				
					10.0	10.0		9956	HOLIDAY OFF		20.0				
			10.0	10.0				9967	ADMIN LEAVE		20.0				
0.00	0.00	0.00	10.0	10.0	10.0	10.0	0.00				40.0	0.0		0.0	

Vacation cashout hours: 25.0

Vacation	Sick	Comp	Admin	Floating	Holiday	Holiday	Remaining
210.7	1080.2	0.0	40.0	9.0			63.0

- 9967 ADMIN LEAVE: 20.0
- 9956 HOLIDAY OFF: 40.0
- 0020 MANAGEMENT: 20.0
- 9964 VACATION CASH: 25.0

- Total Regular: 80.0
- Total Paid OT: 0.0
- Total Comp OT: 0.0
- Total Standby OT: 0.0
- Total Straight Book Comp: 0.0

[Return to main page](#)



## NIMS Compliance Training Reference Chart

Number of required courses increases with level of position responsibility	<b>PERSONNEL</b> Includes Federal/State/Local/Private Sector and non-Governmental Personnel	<b>REQUIRED TRAINING</b> Courses listed below in BOLD ITALICS currently required for NIMS Compliance
<b>COMMAND AND GENERAL STAFF</b> Department heads with Multi-agency coordination system responsibilities, area commanders, emergency managers, multi-agency coordination center / emergency operations center managers		<ul style="list-style-type: none"> <li>FEMA IS 700a: NIMS, An Introduction</li> <li>FEMA IS 800b: National Response Framework (NRF)</li> <li>ICS 100: Introduction to ICS or equivalent</li> <li>ICS 200: Basic ICS or Equivalent</li> <li>ICS 300: Intermediate ICS or equivalent</li> <li>ICS 400: Advanced ICS or equivalent</li> <li>SEMS EOC/ Introduction to SEMS</li> </ul>
<b>ICS 300 / IS 800 SEMS EOC (Managers)</b>	<b>MIDDLE MANAGEMENT</b> Strike team leaders, task force leaders, unit leaders, division / group supervisors, branch directors, and multi-agency coordination center / emergency operations center staff	<ul style="list-style-type: none"> <li>FEMA IS 700a: NIMS, An Introduction</li> <li>FEMA IS 800 b: National Response Framework (NRF)</li> <li>ICS 100: Introduction to ICS or equivalent</li> <li>ICS 200: Basic ICS or Equivalent</li> <li>ICS 300: Intermediate ICS or equivalent</li> <li>SEMS EOC/ Introduction to SEMS</li> </ul>
<b>ICS 200 SEMS EOC (Supervisors)</b>	<b>FIRST LINE SUPERVISORS</b> Single resource leaders, field supervisors, and other emergency management / response personnel that require a higher level of NIMS training	<ul style="list-style-type: none"> <li>FEMA IS 700.a: NIMS, An Introduction</li> <li>ICS-100: Introduction to ICS or equivalent</li> <li>ICS-200: Basic ICS or equivalent</li> <li>SEMS EOC/ Introduction to SEMS</li> </ul>
<b>ICS 100 SEMS EOC (Workers)</b>	<b>ENTRY LEVEL RESPONDERS &amp; DISASTER WORKERS</b> Emergency Medical Service, firefighting, law enforcement, hospital, public health, public works/utility, skilled support and other emergency management response, support & volunteer personnel at all levels	<ul style="list-style-type: none"> <li>FEMA IS 700.a: NIMS, An Introduction</li> <li>ICS-100: Introduction to ICS or equivalent</li> <li>Introduction to SEMS</li> </ul>

California recommends Standardized Emergency Management System courses at levels indicated. FEMA Independent Study Program (for ICS/IS) courses can be found at: <http://training.fema.gov/IS/crslist.asp> Standardized Emergency Management System courses can be found at: <http://www.calema.ca.gov/CSTI/Pages/SEMS-ACI-Training-Materials.aspx>

1. Summary report on activities for the past 30 days (e.g. 800 MHz, new Fire Headquarters, etc.) based on prior City Manager direction. Please address identified steps requiring attention over the next few months in these areas.
2. Potential projects for discussion with City Manager

A. Disaster Plan implementation

While the Plan is in the process of being updated, disasters don't wait until you're ready for them! I am interested in seeing what can be done to expedite both the Plan update and most importantly, identification of roles/responsibilities for non-safety departments and required training. Public safety roles are not as materially changed during a disaster situation as are non-safety – Police & Fire continue to do that which they regularly train for and carry out. That is not the case for non-safety departments so I would like to see us get them up to speed over the next few months to a level we can carry out an exercise.

B. GGHS Access Safety

We've heard from the PTA and others regarding student safety on Stanford Ave in front of Garden Grove High School. The High School has been contacted and parents spoke to the City Council at their last meeting. The PD has prepared a 5 year incident history for the location which does not suggest a serious problem but clearly there are differing opinions on the subject. I would like you to coordinate & facilitate meetings with the stakeholders (PTA, High School, PD, Public Works, etc.) to address the concerns and identify follow up measures, as appropriate.

C. Station #6 Replacement

Given the condition of Station #6, it has been moved up as a priority project for FY 2015-16. Kingsley is looking at financing options and Fire, Public Works, Community Services and City Manager have identified an alternative site to a location on Harbor Blvd. Warren has contacted OCFA for use of some standard station designs/plans that could be fit to the alternative site. We'd like to have you do is work with Warren on obtaining appropriate OCFA Plans, coordinate with all appropriate departments in identifying the required process to pursue for the alternative site (including but not limited to CEQA, public participation in considering the alternative site, required site engineering etc.) so that if this project is approved in the FY 2015-16 budget, we're ready to proceed. Special



~~attention must be paid to relocation of existing park play equipment and working with potentially impacted area residents.~~

**D. Monitoring/reporting on County Ambulance Franchising**

The County of Orange is moving forward (or perhaps sideways or even backwards) on designating ambulance companies for various OCFA participant cities. Authority for the transfer of this authority from OCFA to the County of Orange came from the State. The County is undergoing a second review of proposals due to concerns over inconsistencies with initial proposals. What has not been quite as public during this process is the intent of the County to do the same for those cities that have their own Fire Departments – possibly later this year. It's important that we keep on top of what the County is doing and how possible transfer of this contract may affect Garden Grove.

**E. Review of Public Safety PSAs**

While I have not seen much of the material produced by Channel 3, I do know from past experience that cable PSAs are a very effective means of reaching the public – especially as we move more towards You Tube and other Social Media outlets. What I don't know is whether the City has worked to produce much in the way of any Safety PSAs for the public? This is something I'd like explored to see if we can maximize our exposure while making the most of social media to reach the public.

**CITY OF GARDEN GROVE**  
**PUBLIC SAFETY ADMINISTRATIVE OFFICER**

CLASS CODE: 570      RANGE: C255

**DEFINITION:**

Under administrative direction of the City Manager, will be responsible for public safety programs as assigned by the City Manager.

**EXAMPLES OF DUTIES:**

- Strategic planning and implementation for public safety programs;
- Provide expert consultation on a wide variety of public safety issues;
- Provide oversight of public safety facilities;
- Formulates an annual budget estimate and controls budget expenditures;
- Recommends purchase of equipment and supplies;
- Meets the public and deals with various officials and citizens in furthering the public relations of the City;
- Performs related duties as required.

**MINIMUM QUALIFICATIONS:**

**Experience:**

Seven years of increasingly responsible, full-time supervisory experience in a Fire department at the rank of Battalion Chief or higher, including one year at the rank of Fire Chief.

**Education:**

A master's degree with major work in Fire Science, Public Administration, Emergency Services Administration, Business Administration or related field.

***Knowledge of:***

Modern principles, practices and techniques of Public Safety administration, organization and operation, and their applicability to specific situations; advanced methods and techniques of firefighting, fire apparatus and equipment, training, first aid, and fire inspection and prevention; customer service techniques and principles.

***Ability to:***

Analyze public safety problems and plan policies and procedures; plan, assign, coordinate and direct the work of public safety programs; command the respect of subordinates and the community; conduct comprehensive administrative studies; prepare in-depth reports on operations; supervise the compilation of data and the preparation of annual budget estimates; establish and maintain effective relations with City officials, and the public; commit to providing quality customer service.

**Other Requirements:**

Must possess and maintain a valid California driver's license.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Incumbents in this classification walk, sit, climb stairs, stoop/bend/lean, turn/twist, crouch/kneel/squat, reach above and below shoulder level, hear normal voice conversation, and use a telephone.

**WORK ENVIRONMENT:**

The work environment described here is representative of those an employee encounters while performing the essential functions of this job. Incumbents in this classification work inside, outside, around moving vehicles, on ladders/scaffolding, in direct contact with public.

**JOB FAMILY:**

Firefighter, Fire Engineer, Fire Captain, Fire Battalion Chief, Fire Division Chief, Fire Chief, Public Safety Administrative Officer.



REPORT ON COUNCIL DIRECTION TO DISCUSS ISSUES FACED BY THE FIRE DEPARTMENT  
AND CITY COUNCIL

February 24, 2015

Page 2

family members/relatives from serving in a subordinate position to other family members/relatives within the City organization.

Subsequent to adoption of the nepotism policy, concerns were raised from various municipal labor organizations regarding the policy and its intended application. My understanding is that the policy was not vetted with municipal labor organizations prior to its adoption by the City Council. There are concerns as to how it will be applied to existing personnel, how it may impact promotional opportunities or possible Departmental reorganizations and how it will be applied to future hires. Finally, the issue of whether the City had a legal obligation to Meet & Confer with labor on these matters has also been raised.

At this point in time the policy is in effect as approved by the City Council. Direction has been provided to the Human Resources Department to consult with the various labor organizations to identify any and all concerns and questions, setting aside the legal question as to whether the City had a duty to Meet & Confer on the subject. While management is firmly of the belief that adoption of the policy was in full compliance with applicable law, it is in everyone's interest to insure that any outstanding issues or concerns are addressed. To the degree that there are identified unintended consequences, issues or valid concerns that necessitate changes in the policy, those will be brought back to the City Council for formal action.

Legal Validity of the Settlement Agreement

A Settlement Agreement between the City and former Fire Chief Dave Barlag was entered into on September 30, 2014 and is attached hereto as Exhibit B. Because the Agreement was prepared by the City Attorney's Office, it would represent a conflict to have that office report as to its legality. Consequently, attorney Alan Burns was retained as independent legal counsel for purposes of reviewing the settlement agreement. Mr. Burns has extensive experience in advising local government on a wide range of legal matters and has served for over 25 years as City Attorney for the City of Fountain Valley.

Mr. Burn's review of the settlement agreement is attached hereto as Exhibit C. Please bear in mind when reading Mr. Burns' report that its focus is strictly on the **legality of the settlement agreement** (emphasis added) and not on policy questions (e.g. was the decision to enter into the agreement a sound decision) or procedural matters (e.g. did the City follow the required process in approving the settlement agreement). The scope of Mr. Burns assignment was limited to a review of the settlement agreement as to its compliance with applicable law as requested by the City Manager per City Council direction.

REPORT ON COUNCIL DIRECTION TO DISCUSS ISSUES FACED BY THE FIRE DEPARTMENT  
AND CITY COUNCIL

February 24, 2015

Page 3

Status of Public Safety Director Barlag

The settlement agreement entered into by the City and former Fire Chief Dave Barlag does not provide insight as to specific assignments to be undertaken by the newly created position of Public Safety Administrative Officer. The approved Job Description does identify examples of duties, required skills and abilities for the position as seen in attached Exhibit D. As with all other Department Directors, the Public Safety Administrative Officer is supervised and takes direction from the City Manager. At the time the settlement agreement was executed, the City Manager provided direction to Mr. Barlag to focus on implementation of the Public Safety Facilities Master Plan (more specifically to the planned relocation of the Fire Department's Headquarters station to a new location on Euclid Street to allow for expansion of the adjoining Police Station) and the planned upgrade of the 800 MHz Public Safety Consolidated Communications System. Mr. Barlag has been working off-site on these two assigned projects since assuming the position of Public Safety Administrative Officer.

Upon the Interim City Manager's consultation with Mr. Barlag and review of his job assignments and responsibilities, additional assignments were given to take advantage of changing needs and Mr. Barlag's talents & skills. In addition to previous assignments, the Public Safety Administrative Officer has also assumed responsibility for implementation and training of personnel required under the updated municipal disaster plan, coordinate efforts with multiple departments in reviewing public safety needs in and around schools (when appropriate), coordinate efforts for a replacement facility for Fire Station #6, monitor and report on OC Ambulance franchising and a review & recommendations on significantly expanding information available to the public on Public Safety. As a result of the new assignments, the Public Safety Administrative Officer began reporting on a regular basis to City Hall on 2/1/15 to coordinate with other Departments and advise the City Manager, as required.

Consultation with the Orange County District Attorney's Office and California Attorney General's Office

Contact was initiated first with the Orange County District Attorney's Office to ascertain what role, if any, that office might play in reviewing the actions of the City in addressing the aforementioned issues. Following the initial contact, the Interim City Manager was advised that the District Attorney's Office had already initiated its own investigation, wholly unrelated to direction from the City Council for research and preparation of this report. Following the District Attorney's advisement of the investigation, they subsequently requested that the City waive attorney-client privilege pertaining to Closed Session deliberations on the hiring of the son of the previous Mayor of Garden Grove as a Fireman and the aforementioned settlement agreement. The City Council approved the

REPORT ON COUNCIL DIRECTION TO DISCUSS ISSUES FACED BY THE FIRE DEPARTMENT  
AND CITY COUNCIL

February 24, 2015

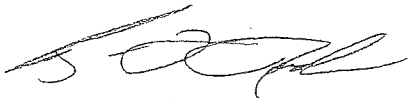
Page 4

request for the waiver at its meeting of 2/10/15 and as documented in the correspondence attached hereto as Exhibit E.

Outreach was also made to the California Attorney General's Office in accordance with City Council direction. The Attorney General's Office was very cooperative in providing information as to the role of their office in matters of this nature and what procedures they follow. Except under very unique circumstances, the Attorney General's Office defers to the District Attorney to investigate and process matters rising to the criminal level. The unique circumstances are not applicable to the issues that are the subject matter of this report. The Attorney General's Office does not look over the shoulder of the District Attorney's Office as it conducts its investigative process. At such time as the District Attorney's Office completes its investigative work and should that office decline to prosecute, the Attorney General's Office can be requested to review the decision to ascertain whether there has been any abuse of discretion. Requests to the Attorney General's Office for such a review must be filed by a member(s) of the public.

**CONCLUSION**

The preceding and the attached comprises the full scope of responses to the matters raised by the City Council. While this has been an intensive and time consuming effort, its underlying value will be if it helps to address outstanding questions in the minds of the City Council and the public on these matters.



ALLAN L. ROEDER

Interim City Manager

Attachments:      Exhibit A - Ordinance Amending City's Nepotism Policy  
                         Exhibit B - Settlement Agreement with Dave Barlag  
                         Exhibit C - Not available at this time  
                         Exhibit D - Public Safety Administrator Job Description  
                         Exhibit E - Letter to Orange County District Attorney's Office

ORDINANCE NO. 2845

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
AMENDING THE CITY'S NEPOTISM POLICY

City Attorney Summary

*This Ordinance amends the regulations on nepotism in the City of Garden Grove. The Ordinance generally provides that (1) no relative of a City Council Member, the City Manager or a Department Director shall be eligible for full time employment with the City; (2) a person shall not be employed by the City if that person would be supervised by or in the chain of command of a relative; and (3) a person shall not be employed in the same department, division or facility as a relative if the job descriptions for both positions could present a conflict of interest, would involve common areas of work responsibilities or could otherwise lead to potential hazards in greater degree for relatives than for non-relatives. The Ordinance provides limited exceptions for part-time employment positions and provides that the employment of current employees is not affected by the change in the nepotism regulations.*

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Code Amendment.

Municipal Code Section 2.44.440 entitled "Nepotism Policy" is hereby amended in its entirety to read as follows:

"Section 2.44.440. Nepotism Policy.

(a) Nepotism Restrictions.

In order to minimize problems relating to employee supervision, morale, safety and security, it is necessary to regulate the employment of relatives by the City.

Applicants for City employment shall not be hired and employees shall not be placed into employee positions with respect to the following categories:

1. Where a person would be, or could in the future have a significant potential to be, supervised by or be in the chain of command of a relative;
2. Where an employee would participate in making, or advising on, employment decisions concerning a relative;



3. Where a relative of a City Council Member, City Manager, Department Director or a primary assistant of the City Manager would also be employed by the City;
4. Where a relative of a member of any City Commission would be employed in any City position over which the Commissioner would have direct or indirect influence or control; or for reasons of supervision, morale, safety or security, it is determined by the City Manager that the work involves potential conflicts of interest;
5. Where a person would be employed in the same department, division, or facility as a relative and it is determined that job descriptions or positions for both entail work that (a) could present a conflict of interest; (b) involve common areas of work responsibilities; or (3) could lead to potential hazards in a greater degree for relatives than for non-relatives.

The hiring authority shall be responsible for administering these nepotism regulations.

(b) Exception for Part-Time Employment.

1. Applicants for part-time positions of 1,000 hours per year or less who would otherwise be precluded from employment by subsection (a) may be hired on a case-by-case basis with the review and approval of the City Manager.
2. Notwithstanding the restriction of subsection (a)(3), current part-time employees falling within this category, initially hired prior to September 30, 2014, may be hired as full-time employees.

(c) Application of Nepotism Regulations.

Employees of the City who become relatives after the effective date of these provisions and do not conform to these nepotism regulations shall come into compliance with these provisions. The City will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale.

If no reasonable effort and solution can be found to alleviate the problem of supervision, safety, security or morale, the City Manager shall determine whether, and under what circumstances, if any, both employees may be permitted to remain in their then current positions. In making such a determination, the City Manager shall give primary consideration to the operational needs of the City, including interests of

economy, efficiency and effectiveness. The City Manager shall also consider the work history and seniority of the affected employees.

(d) Definitions.

"Relatives" includes: spouse; parent (including foster); sibling (including foster and step); children (including adoptive, foster or step); in-laws; grandparent or grandchild; aunt or uncle, niece or nephew; and any other legally related person living in the same household as the employee.

(e) Notification.

Employees shall be responsible for advising their immediate supervisor if they are related or become related to another City employee, Council Member or Commissioner.

(f) Miscellaneous.

1. To the extent that hiring of a relative of a City employee is not prohibited by this Chapter 2.44, no City official or employee shall participate in making, or advising on, employment decisions of any kind concerning a relative with regard to employment in the City.
2. Nothing herein shall prevent the Mayor or Member of the City Council from voting on warrants for payment occurring in the regular course of events as part of a consent calendar on the City Council agenda.
3. No person employed by the City as of September 30, 2014, whose initial hiring would have been precluded pursuant to this Chapter 2.44 had it been in effect at the time of such hiring shall, for that reason alone, be required to leave City employment. If, however, such employee leaves City employment subsequent to September 30, 2014, this Chapter 2.44 shall apply to the rehiring of such employee."

SECTION 2: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections,

subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the 23<sup>rd</sup> day of September 2014.

ATTEST:

/s/ BRUCE A. BROADWATER  
MAYOR

/s/ KATHLEEN BAILOR, CMC  
CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS:  
CITY OF GARDEN GROVE)

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on September 9, 2014, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, JONES, NGUYEN, PHAN, BROADWATER  
NOES: COUNCIL MEMBERS: (0) NONE  
ABSENT: COUNCIL MEMBERS: (0) NONE

and was passed on September 23, 2014, by the following vote:

AYES: COUNCIL MEMBERS: (5) BEARD, JONES, NGUYEN, PHAN, BROADWATER  
NOES: COUNCIL MEMBERS: (0) NONE  
ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ KATHLEEN BAILOR, CMC  
CITY CLERK

CITY OF GARDEN GROVE

SETTLEMENT AGREEMENT AND GENERAL RELEASE

*DNS* *M*  
This Settlement Agreement and General Release ("Agreement") is made and entered into, to be effective this 29<sup>th</sup> day of September 2014 ("Effective Date"), by and between the City of Garden Grove ("Employer") and David Barlag (referred to herein as "Employee") (collectively referred to herein as "the Parties").

RECITALS

A. WHEREAS, the Parties desire to mutually resolve any and all possible issues and claims related to Employee's employment with Employer; and

B. WHEREAS, Employer and Employee acknowledge that Employee's retirement date will be December 31, 2016 ("Retirement Date"); and

C. WHEREAS, the Parties acknowledge that by this Agreement Employee and Employer will be agreeing to a mutual release of all claims.

NOW THEREFORE, for good and sufficient consideration, as set forth below, the parties agree as follows:

AGREEMENT

1. Consideration to Employee.

a. Continued Employment. Employee voluntarily and irrevocably resigns from his position as Fire Chief on the Effective Date of this Agreement ("Resignation Date"). Commencing the first day following Employee's Resignation Date, Employee shall be appointed as the City's Public Safety Administrative Officer and shall perform the duties set forth in the job description for the position through and including the Retirement Date, unless he opts to resign or retire sooner. If Employee opts to resign or retire sooner, he shall give 30 days' notice to the City Manager. Employee shall report directly to the City Manager and shall receive the following:

i. Salary which corresponds to C255 on the City's Salary Schedule;

ii. Training Premium of 5%; and

iii. With the exception of a vehicle or a vehicle allowance (which Employee shall not receive), all other benefits provided to Central Management employees pursuant to the Resolution for Central Management Employees currently in effect, and as amended through and including the Retirement Date.

b. Attorneys' Fees. After execution of this Agreement and expiration of the seven day revocation period set forth in Paragraph 10 of this Agreement, Employee shall receive an amount not to exceed \$3,750 in attorneys' fees and costs incurred by Employee in the negotiation of this Agreement. Employee shall receive a form 1099 for this amount.

2. Retirement. As a condition of receiving the consideration set forth in Paragraph 1, Employee voluntarily and irrevocably will retire from his position as Public Safety Administrative Officer on December 31, 2016.

3. Mutual General Releases. In further exchange for the consideration set forth in Paragraph 1, Employee gives up and waives any right to grieve, appeal or litigate any matter or possible claim or cause of action relating to or arising out of his employment with Employer, including his decisions to resign and retire consistent with the terms of this Agreement, against the Employer or any of its officers, directors, supervisors, agents, representatives or employees (collectively the "Employer Releasees"), pursuant to any Employer ordinance, rule, resolution, practice, policy, custom, agreement, memoranda of understanding, or any state or federal law.

Without limiting the generality of the description, the claims herein released include, but are not limited to, claims based upon:

- a. Title VII of the Civil Rights Act of 1964;
- b. Americans with Disabilities Act and the Rehabilitation Act;
- c. Family and Medical Leave Act and California Family Rights Act;
- d. Age Discrimination in Employment Act;
- e. California statutory or decisional law, including but not limited to: (1) the Fair Employment and Housing Act, pertaining to employment discrimination, harassment, and retaliation, (2) wrongful discharge in violation of public policy; and (3) wrongful termination in breach of the implied covenant of good faith and fair dealing;
- f. Any and all state, federal, and local laws as well as common law for breach of contract, employment discrimination, harassment or retaliation, negligent or intentional infliction of emotional distress, defamation, fraud, concealment, false promise, negligent misrepresentation, and intentional interference with contractual relations;
- g. Whistleblower protections;
- h. Any Constitutional or statutory due process rights, right to privacy, and other civil rights violations;
- i. Discrimination claims in violation of Labor Code section 132a;
- j. Claims for unpaid wages arising out of California or federal law through the Retirement Date; and
- k. Firefighters Procedural Bill of Rights Act.

Expressly excluded from this release are any rights Employee may have to a disability retirement pursuant to Government Code sections 21153, *et. seq.* While Employee is not precluded from submitting a disability retirement application to the California Public Employment Retirement System, nothing in this Agreement shall be construed as a guarantee that such application will be granted or that the City will support such an application.

In consideration for the agreement by Employee, Employer Releases release Employee from any claims through the Effective Date of this Agreement.

4. Mutual Releases of Unknown Claims. Employee and Employer acknowledge that they may have claims that are covered by the terms of this Agreement which they have not yet

discovered. The Parties hereby release any and all such unknown or unsuspected claims against the other that may have arisen through and including the Effective Date of the Agreement. The Parties expressly waive and relinquish all rights and benefits under Section 1542 of the California Civil Code which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5. No Admission of Liability. Employer and Employee agree that this Agreement and the consideration provided by the Employer described herein is not an admission by either party of any wrongdoing or liability. Each party specifically denies any liability or wrongful acts against the other. The parties have entered into this Agreement in order to settle all possible and potential disputes and differences between them, without admitting liability or wrongdoing by any party.

6. Confidentiality. Both parties agree that this Agreement shall remain confidential as a personnel record within the meaning of Government Code Section 6254(c) to the extent permitted by law. In the event a Public Records Act request is made to review and/or copy this Agreement, Employer's only obligation shall be to timely notify Employee of that request. Employer shall not be obligated to incur legal expenses to deny such a request. Except to the extent required by law, neither party shall disclose the terms or substance of this Agreement, except that Employee may disclose such terms to his counsel, financial advisors, and immediate family. Failure to comply with this provision shall constitute a material breach of the Agreement.

7. Advice of Counsel. Employee has been advised of his right to seek the advice of counsel prior to executing this Agreement and Employee has accordingly retained legal services. Employee has read and fully understands all of the provisions of this Agreement and is freely and voluntarily entering into this Agreement.

8. Enforcement. The prevailing party in any action brought to enforce this Agreement or resolve any dispute or controversy arising under the terms and conditions hereof shall be entitled to payment of reasonable attorneys' fees and costs.

9. Acknowledgement and Waiver of Twenty-One Days to Consider. Employee has been advised of the right to consider this Agreement for up to twenty-one (21) days prior to its execution and voluntarily waives this period, electing with full knowledge and consent to execute this Agreement at this time.

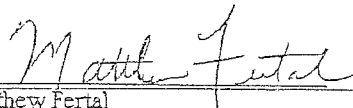
10. Revocation. Employee may revoke this Agreement for a period of seven (7) calendar days following its execution which will coincide with Effective Date. Said revocation must be in writing, must specifically revoke this Agreement, and must be received by the City's Human Resources Director, prior to the end of the seventh day following Employee's execution. Upon expiration of the seven-day period, this Agreement becomes effective, enforceable and irrevocable.


11. Complete Agreement. This is the entire agreement between Employer and Employee with respect to the subject matter herein and this Agreement supersedes all prior and contemporaneous oral and written agreements and discussions.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any Party may execute this Agreement by way of a facsimile or electronic signature, a copy of which will operate as an original. The party executing a facsimile or electronically scanned and transmitted copy shall promptly transmit a copy thereof to all other parties.

CITY OF GARDEN GROVE

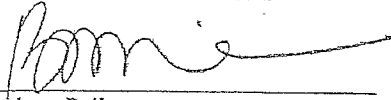
EMPLOYEE

  
Matthew Ferial  
City Manager

  
David Barlag

APPROVED AS TO FORM

APPROVED AS TO FORM

  
Barbara Raileanu  
Deputy City Attorney

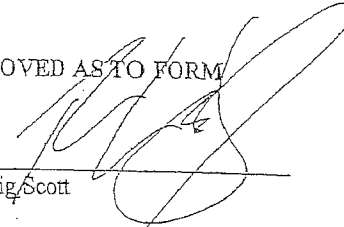
  
R. Craig Scott

EXHIBIT C

LAW OFFICES OF  
**HARPER & BURNS LLP**  
A LIMITED LIABILITY PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

JOHN R. HARPER\*  
ALAN R. BURNS  
COLIN R. BURNS

455 SOUTH GLASSELL STREET  
ORANGE, CALIFORNIA 92666

TELEPHONE (714) 771-7728  
FACSIMILE (714) 744-2350

Of Counsel  
JUDI CURTIN\*\*  
JOSEPH W. FLETCHER  
MICHAEL MONTGOMERY\*\*

\*A PROFESSIONAL CORPORATION

Alan R. Burns  
arbt@harperburns.com

To: Allan Roeder, Interim City Manager  
From: Alan R. Burns  
Date: February 19, 2015  
Re: Lawfulness of Barlag Settlement Agreement

---

I was retained to provide an opinion whether the Barlag settlement agreement was lawfully entered into and whether it is a lawful contract.

## FACTS

Broadwater was the Mayor of the City and his son, Jeremy, was hired to be a firefighter. A dispute arose in the City about the relationship and about whether Jeremy was qualified to be a firefighter. The Union generally disapproved of his employment and became involved in the recent City Council election.

Matt Fertel was the City Manager. Dave Barlag was the Fire Chief. The City had a nepotism rule that might be read as prohibiting favoritism based on nepotism, but also requiring that persons who are related to other employees not be discriminated against. The Fire Chief interpreted the rule that way and believed that Jeremy was being unfairly discriminated against by Union members. He caused a hiring procedure to be modified to cure the unfairness. That modification caused him to be the object of the Union's enmity as the Union believed he was manipulating the process to ensure that Jeremy passed probation.

The hiring of Jeremy Broadwater ultimately led to a "no confidence" vote of Barlag by the Union in mid 2014 and the Union began demanding that Barlag be investigated. Management Partners was hired and did an internal analysis of the department (not an investigation of Barlag) and concluded that there were problems at the Department. The report concluded that the Fire Chief was weak and the Union strong. The Union then began lobbying the Council and City Manager to fire the Fire Chief.

The Fire Chief believed he would be fired for following the law (i.e. the City's policy prohibiting discrimination in hiring) and sought legal representation. He retained Craig Scott, an employment lawyer with a solid reputation. The Fire Chief informed the City Attorney he would bring a lawsuit if he was terminated, believing he would be fired for following the law. The City Attorney believed that Barlag would do so. The City Council then began meeting in closed session based on "threatened litigation". A contemporaneous handwritten note by the City Attorney was used as the basis for holding a closed session under the "threatened litigation"



exception and it was made part of the record at some point.

Barlag made it known that he was not ready to retire and wanted to work eight more years. The closed sessions resulted in a settlement agreement in which Barlag agreed to resign as Fire Chief and was allowed to work two more years as the City's Public Safety Administrative Officer. As part of the settlement he waived his right to sue the City.

The District Attorney is now conducting an investigation into the legality of the agreement.

## ISSUE

Was the settlement agreement lawfully entered into and supported by consideration, or was the settlement agreement a gift of public funds?

## ANALYSIS

While it is difficult to predict what the District Attorney will investigate and what possible theories of unlawfulness will be focused on, this memo will focus on whether there was consideration for the agreement and whether it was lawfully entered into.

Contracts must be supported by consideration. There must be a public purpose to not be a gift of public funds. There have been a few cases involving settlements that outline the law in this area.

### (a) Was Settlement of the Potential Litigation Sufficient for Consideration?

In *Orange County Foundation v. Irvine Co.* 139 CA3d 195, 188 Cal.Rptr. 552 (1983) the Court of Appeal had occasion to review a settlement agreement involving tideland islands. The settlement resulted in the state paying money to the *Irvine Company* for those islands. A taxpayer challenged the settlement, contending that the settlement was not for a public purpose but was a prohibited gift of public funds. The taxpayer contended that the islands involved in the settlement were always tidelands and submerged lands protected by the public trust in which the *Irvine Company* had no disputable interest.

The *Irvine Company* correctly asserted the law:

“The settlement of a good faith dispute between the State and a private party is an appropriate use of public funds, neither wasteful within the meaning of section 526a, nor a gift barred by article XVI, section 6, because the relinquishment of a colorable legal claim in return for settlement funds paid by the State is good consideration and accomplishes a valid public purpose.”

The court noted that although that was a correct statement of the law, that the pleading filed by the taxpayer alleged that *Irvine* “knew” that the islands in question were tidelands and was aware it had no legal claim to them. The Court found that if the plaintiff could prove that *Irvine* knew it

had no claim, it would prevail because “[A] promise to compromise a claim utterly unfounded will not be regarded as a valuable consideration.” [Wharton on Contracts.]” (*City Street Improvement Co. v. Pearson*, 181 Cal. 640, 185 P. 962, overruled on other grounds in *Hoffman v. City of Red Bluff*, 63 Cal.2d 584, 593-594, 47 Cal.Rptr. 553, 407 P.2d 584, 593-594, 47 Cal.Rptr. 553, 407 P.2d. 857.)

In specifically addressing the gift of public funds issue, the Court provided the following:

“It is well settled that the primary question to be considered in determining whether an appropriation of public funds is to be considered a gift is whether the funds are to be used for a public or private purpose. If they are not to be used for a public purpose, they are not a gift within the meaning of this constitutional prohibition. (*County of Alameda v. Janssen*, 16 Cal.2d 276, 281 [106 P.2d 11].) ‘The benefit to the State from expenditure for a “public purpose” is in the nature of consideration and the funds expended are therefore not a gift even though private persons are benefited therefrom.’ (*id.*, at p.281 [106 P.2d 11].) “Thus, in order for payment under the contracts here involved to constitute an appropriation of public money in violation of article IX, section 8 [prohibiting the expenditure of state funds for support of private schools], and the payment must be without adequate consideration.” (*California Teachers Assn. v. Board of Trustees*, (1978) 82 Cal.App.3d 249, 257, 146 Cal.Rptr. 850, italics added.)

In *California Teachers Assn.*, the Court found the expenditure lawful, because it was supported by adequate consideration, namely, a “public purpose” was found. In *Irvine*, however, the Court said the issue was whether the payment of funds was so utterly lacking as to make the payment not for a “public purpose.” The *Irvine* court found if state funds were expended for a claim that was wholly invalid, there was inadequate consideration to support a contract, no public purpose was served, and the payment is a gift of public funds.<sup>1</sup>

While *Irvine* sets out the tests that must be applied, a more recent and relevant case is provided in *Page v. Mira-Costa Community College District* (2009) 189 Cal App 4<sup>th</sup> 471, 102 CR3d 902. That case specifically pertained to whether an employment settlement agreement over potential legal claims was a gift of public funds.

In *Page*, a settlement agreement between a former president/ superintendent of a community college district and the district was challenged by a taxpayer as being a gift of public funds. The case turned on the fact that the settlement was for a cash payout of an employment contract which was in excess of what was allowed by Government Code sections 53260 and 53261. The Court held that the settlement agreement was illegal because the settlement amount was in excess of what was authorized by Government Code sections 53260 and 53261. While the case turned on the above statutes, it provides the most relevant discussion of the law on whether a settlement agreement in the context of an employment dispute is a gift of public funds, and when

---

<sup>1</sup> The summary judgment was reversed in favor of Irvine and the case was sent back to the trial court for trial. But the taxpayer was required to prove that the parties knew (state of mind) that they had an invalid claim.

sufficient consideration is provided such that it is not a gift of public funds.

The facts in *Page* are important. Richart was the superintendent and president of the college. She was hired in 2004, received high ratings, and her original contract was extended for an additional four year term. In the summer of 2006, in response to a whistleblower's report, she initiated an investigation of alleged financial mismanagement of the Horticultural Department. She reported the matter to the District Attorney and the person found responsible for the mismanagement was charged with, and pled guilty to fraud. Thereafter, a secret vote by some college faculty members who were unhappy with her actions resulted in a vote of no confidence.

In 2007, the investigation, and Richart's role in it, became increasingly controversial, resulting in complaints by the academic senate's president and council about her lack of leadership. The Board's president, however, issued a letter of support for her. Large numbers of employees began attending Board meetings to complain about Richart. On Feb 1, 2007, three Trustees issued a "minority response" that addressed and criticized the Board's responses and sided with the faculty members.

Richart met the next day with the Board president and District Counsel. In a letter dated that day she indicated that she believed the "minority response" had undermined her office and the Board's ability to work together and constituted a violation of her due process rights. She stated that it might be in her best interest to reveal past misconduct at the college that occurred before her arrival. The Board president at the same time wrote to the other trustees stating that the minority trustees had violated Richart's due process and privacy rights and those public evaluation statements should not have been made in public.

Later that month one of the minority trustees, during a public hearing, read aloud portions of Richart's letter and berated her. One of the trustees expressed that Richart appeared to be threatening a public official. Another Board trustee expressed that the minority's actions were legally improper and put the District at a grave litigation risk.

Richart thereafter retained attorney Robert Otilie to evaluate her claims against the individual trustees. Trustees met on at least two occasions with the District's claims adjuster, who indicated he thought there was a significant threat of litigation. A retired judge was retained as mediator over the dispute. Otilie and District Counsel discussed the matter with the mediator and a closed session was set up with the Board. A closed session was then held over anticipated litigation. The retired judge actually participated in the closed session process and the settlement was reached. In the settlement Richart agreed to step down from her position as superintendent/president and serve as a consultant for 18 months. The settlement provided that Richart was to be paid \$3,150 per month plus health benefits, and she was to be paid \$43,500 in attorneys' fees, and \$650,000 in "damages."

*Page*, a taxpayer, wrote the District and alleged the settlement agreement violated the Brown Act and demanded that the District cure the violations. The settlement agreement was nevertheless approved and *Page* filed a petition for writ of mandate claiming a violation of the Brown Act, gift of public funds and waste.

The Court of Appeal found that the settlement violated Government Code section 53260 in that the maximum cash settlement amount exceeded the formula set forth in that statute which limited payouts to eighteen (18) months wages. First it determined that the section applies to buyouts of "contracts." The Court found that limiting the provision to buyouts of contracts was consistent with the statutory scheme and that for non-contract claims, a Government Claims Act claim might need to be filed. The Court noted that Richart was free to pursue a settlement of her dispute within the limits of Government Code sections 53260 and 53261, or to pursue a claim for money damages.

As to the cause of action for waste/illegal gift of public funds, *Page* contended that because the District had not taken any adverse employment action against Richart, who had received majority support from the Board, that the settlement was illegal. The District argued that the payment was made in good faith settlement of a dispute, as evidenced by hiring the retired judge to act as mediator. The deposition testimony in which Richart testified about her emotional distress, damage to reputation, and being no longer able to obtain a job in education was also asserted to show good faith, as was the retired judge's evaluation of the case as being worth Two Million Dollars.

The Court then reviewed the test for whether the payment of public money is to be considered a gift:

"[t]he settlement of a good faith dispute between the state and a private party is an appropriate use of public funds and not a gift because the relinquishment of a colorable legal claim in return for settlement funds is good consideration and establishes a valid public purpose. [Citation]. The compromise of a wholly invalid claim, however, is inadequate consideration and the expenditure of public funds for such a claim serves no public purpose and violates the gift clause." (*Jordan v. Department of Motor Vehicles* (2002) 100 Cal.App.4th 431, 450 [123 Cal.Rptr. 2d 122], city *Orange County Foundation v. Irvine Co.* (1983) 139 Cal.App.3d 195, 200 [188 Cal.Rptr. 522] (*Orange County Foundation*)). In *Orange County Foundation*, the Court of Appeal reversed the grant of summary judgment on a taxpayer's gift clause action stemming from a settlement between a private party (Irvine) and the state because the motion did not directly address Irvine's knowledge of the validity of its claim, and the denial of the taxpayer's allegations would have left a disputed, triable issue in any event. (*Orange County Foundation*, at p. 201). The Court held there was a triable issue as to "whether the *Irvine Company's* compromised title claims to certain islands were knowingly spurious." (*Id.* p. 198).

The taxpayer's action alleged that the payments constituted "waste" of public funds. The Court also outlined what constitutes "waste" under CCP 526a:

"[T]he term "waste" as used in [Code of Civil Procedure] section 526a means something more than an alleged mistake by public officials in matters involving

the exercise of judgment or wide discretion. To hold otherwise would invite constant harassment of city and county officers by disgruntled citizens and could seriously hamper our representative form of government at the local level. Thus, the courts should not take judicial cognizance of disputes which are primarily political in nature; nor should they attempt to enjoin every expenditure which does not meet with a taxpayer's approval. On the other hand, the court must not close its eyes to wasteful, improvident and completely unnecessary public spending, merely because it is done in the exercise of a lawful power." (*Sturgeon v. County of Los Angeles, supra*, 167 Cal.App.4th at p. 639, quoting *Sundance v. Municipal Court* (1986) 42 Cal.3d 1101, 1138-1139 [232 Cal.Rptr.814, 729 P.2d 901].)

The Court found that the District was not entitled to summary judgment on the cause of action for gift of public funds since the payments exceeded the maximum permissible for the buyout of an employment contract. The Court noted that whether or not the agreement was supported by consideration should be determined by the trier of fact and not decided on a summary judgment.

The court also found that the constructive discharge claim should also be heard by the trier of fact. Richart contended that a termination occurs when a reasonable person has been subject to such intolerable conditions as to justify her resignation. The essence of the intolerable conditions requirement of a viable claim for constructive discharge is whether, under all the circumstances, the working conditions are so unusually adverse that a reasonable employee would have felt compelled to resign. The working conditions must be unusually aggravated or amount to a continuous pattern before the situation will be deemed intolerable, a poor rating or demotion by itself will not suffice. The determination of whether a reasonable employee would have been compelled to quit is essentially a jury function. (Citing *Thompson v. Tracor Flight Systems, Inc.*, (2001) 86 Cal. App. 4th 1156 [104 Cal. Rptr. 2d 95] at 1170-1171.)

Like the settlement agreement in *Mira-Costa*, the settlement agreement in this case involved a situation in which the incumbent of a position found working conditions intolerable and believed termination was likely. As in *Mira-Costa*, the employee hired a very capable employment attorney and threatened to sue, and the attorney then crafted the settlement agreement. In *Mira-Costa*, the President/Superintendent was a contract employee, while Barlag was not and had no employment contract.

*Mira-Costa* found that the settlement agreement was invalid mainly because it violated the provisions of Government Code sections 53260 and 53261 in that the settlement agreement constituted a separation or severance agreement that was prohibited by those sections for persons with an employment contract. Barlag did not have an employment contract and was not given severance pay, but was required to work for the money, in effect, taking him out of his Chief position and putting him in the City's Public Safety Administrative Officer position. He is performing work in that capacity, and as was intended, is providing services related to the new fire station reconstruction and related to the conversion of the radio system (800 MHz).

In *Mira-Costa* the Court was dubious of the constructive discharge claim in that the

President/Superintendent continued to enjoy majority support of the Board. The Court found that only a jury could make a determination as to whether a reasonable employee would feel compelled to quit. In the instant case, the City had authorized a management study and the study indicated that the fire department had problems, and that the Fire Chief was weak and the Union was strong. Under these circumstances it is my belief that a reasonable employee would have believed his days in his job were numbered. If he believed he was being terminated because he enforced the anti-nepotism policy so that persons related would also not be discriminated against, he would have a legitimate belief that he was being terminated for following the law.

**(b) Is the Agreement Supported by the Consideration of Barlag's Providing Special Services as the City's Public Safety Administrative Officer?**

In addition to any consideration flowing to the City by way of resolution of litigation threatened by Barlag, there was independent consideration to the City provided by Barlag's performing services as City's Public Safety Administrative Officer. He is required to perform the duties of the position's job description for as long as he holds the job. In addition to the duties of the job description that has been developed, he has been tasked with assisting in providing services related to the new fire station reconstruction and providing services related to the conversion of the 800 Mhz radio system.

In *Winkelman v. City of Tiburon* (1973) 32 Cal App 3d 834[108 Cal. Rptr. 415] the Court held that for a public contract to be valid (i.e., not a "gift of public funds") it must be supported by "adequate consideration." The Court held that while the consideration must be more than "nominal," the law does not require a weighing of the quantum of benefit received by the promisor or the detriment suffered by the promisee.

In *Avan v. Municipal Court*, (1965) 62 Cal. 2d 630, 401 P.2d 227[43 Cal. Rptr. 835], the Court found that there was no gift of public funds when services are rendered for compensation. In *Johnston v. Rapp*, (1951) 103 Cal. App. 2d 202, 229 P.2d 414, the Court found that there is wide legislative discretion in setting salaries for local employees as long as it is compensation for services to be performed. Changes in compensation based on changes in duties were specifically approved as providing legal consideration.

Based on the above authority, it is clear that independent consideration is provided by Barlag's agreement to provide services as the City's Public Safety Administrative Officer. In addition to the duties specified in the Public Safety Administrative Officer position description, it is clear that there are two duties that he was to perform and is apparently performing. One related to the construction of a new Fire Station Headquarters (which he might be uniquely qualified to provide advice on) and the other with regard to the replacement of the radio system, of which he must also be very familiar. The decision to pay Barlag the compensation he requested was a matter of legislative discretion, which will be deferred to by the courts.

### **Brown Act Issues**

The District Attorney is also looking into whether a Brown Act violation occurred in the way the settlement agreement was reviewed and approved in closed session. While my task was focused on reviewing the validity of the contract, the sequence of events leading to the approval of the agreement bears mention. The original closed session minutes described anticipated litigation with Dave Barlag (August 12, 2014). The August 26th agenda also described that two anticipated litigation matters were being discussed and the minutes mention Barlag by name. The September 23rd agenda mentioned one anticipated litigation matter and the minutes mentioned Barlag by name. The November 25th City Council meeting had the Settlement Agreement on the open agenda for approval. The "threat note" was made available for public disclosure.

The above shows a good faith and substantial effort to comply with the Brown Act and to be transparent. The fact that litigation was being considered with Barlag was clearly stated, and the Brown Act notice provisions are designed so that potential litigation can be known by the public, and also that any settlement of that potential litigation will be subject to public scrutiny after the settlement is reached.

### **Conclusions**

1. The settlement agreement is supported by valid consideration and is not a gift of public funds. In addition to the settlement of potential litigation, Barlag is performing services in exchange for the money he is being paid. The settlement was not a severance agreement and did not violate Government Code sections 53260 and 53261.
2. The Brown Act was substantially complied with and there was transparency in identifying that there was potential litigation with Barlag and a settlement agreement.
3. There was no specific intent to violate any law. To the contrary, the above shows a good faith intent to comply with the law.

Respectfully submitted,  
**HARPER & BURNS LLP**

  
Alan R. Burns

**CITY OF GARDEN GROVE**  
**PUBLIC SAFETY ADMINISTRATIVE OFFICER**

CLASS CODE: 570      RANGE: C255

**DEFINITION:**

Under administrative direction of the City Manager, will be responsible for public safety programs as assigned by the City Manager.

**EXAMPLES OF DUTIES:**

- Strategic planning and implementation for public safety programs;
- Provide expert consultation on a wide variety of public safety issues;
- Provide oversight of public safety facilities;
- Formulates an annual budget estimate and controls budget expenditures;
- Recommends purchase of equipment and supplies;
- Meets the public and deals with various officials and citizens in furthering the public relations of the City;
- Performs related duties as required.

**MINIMUM QUALIFICATIONS:**

**Experience:**

Seven years of increasingly responsible, full-time supervisory experience in a Fire department at the rank of Battalion Chief or higher, including one year at the rank of Fire Chief.

**Education:**

A master's degree with major work in Fire Science, Public Administration, Emergency Services Administration, Business Administration or related field.



***Knowledge of:***

Modern principles, practices and techniques of Public Safety administration, organization and operation, and their applicability to specific situations; advanced methods and techniques of firefighting, fire apparatus and equipment, training, first aid, and fire inspection and prevention; customer service techniques and principles.

***Ability to:***

Analyze public safety problems and plan policies and procedures; plan, assign, coordinate and direct the work of public safety programs; command the respect of subordinates and the community; conduct comprehensive administrative studies; prepare in-depth reports on operations; supervise the compilation of data and the preparation of annual budget estimates; establish and maintain effective relations with City officials, and the public; commit to providing quality customer service.

**Other Requirements:**

Must possess and maintain a valid California driver's license.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Incumbents in this classification walk, sit, climb stairs, stoop/bend/lean, turn/twist, crouch/kneel/squat, reach above and below shoulder level, hear normal voice conversation, and use a telephone.

**WORK ENVIRONMENT:**

The work environment described here is representative of those an employee encounters while performing the essential functions of this job. Incumbents in this classification work inside, outside, around moving vehicles, on ladders/scaffolding, in direct contact with public.

**JOB FAMILY:**

Firefighter, Fire Engineer, Fire Captain, Fire Battalion Chief, Fire Division Chief, Fire Chief, Public Safety Administrative Officer.



THOMAS F. NIXON  
DIRECT DIAL: (714) 415-1012  
DIRECT FAX: (714) 415-1192  
E-MAIL: TNDXON@WSS-LAW.COM

February 12, 2015

VIA E-MAIL AND FIRST CLASS MAIL

Ebrahim Baytieh  
Assistant District Attorney  
Supervisor – Special Prosecutions Unit  
401 Civic Center Drive West  
P. O. Box 808  
Santa Ana, CA 92701

Re: City of Garden Grove

Dear Mr. Baytieh:

In response to your letter of February 6, 2015, please be advised that the City Council of the City of Garden Grove has agreed to waive the attorney-client privilege as to the Orange County District Attorney's Office investigation of allegations of Brown Act violations and other possible criminal misconduct relating to (1) the hiring of the son of the previous mayor of Garden Grove as a Fireman for the City of Garden Grove, and (2) the settlement agreement that Garden Grove entered into in 2014 with the previous Garden Grove Fire Chief, to include any discussions relating to these two above listed areas in closed session meetings of the Garden Grove City Council.

Please be advised that to the extent that other privileges or confidentialities may apply, including but not limited to, such matters as confidential personal information otherwise protected by law from disclosure, such protections may still be applicable.

Please direct any specific requests to me at your convenience.

Very truly yours,

THOMAS F. NIXON  
City Attorney  
City of Garden Grove

cc: Allan L. Roeder, Interim City Manager  
City Council

CITY OF GARDEN GROVE  
SETTLEMENT AGREEMENT AND GENERAL RELEASE

*DWS* *M*  
This Settlement Agreement and General Release ("Agreement") is made and entered into, to be effective this 29<sup>th</sup> day of September 2014 ("Effective Date"), by and between the City of Garden Grove ("Employer") and David Barlag (referred to herein as "Employee") (collectively referred to herein as "the Parties").

RECITALS

A. WHEREAS, the Parties desire to mutually resolve any and all possible issues and claims related to Employee's employment with Employer; and

B. WHEREAS, Employer and Employee acknowledge that Employee's retirement date will be December 31, 2016 ("Retirement Date"); and

C. WHEREAS, the Parties acknowledge that by this Agreement Employee and Employer will be agreeing to a mutual release of all claims.

NOW THEREFORE, for good and sufficient consideration, as set forth below, the parties agree as follows:

AGREEMENT

1. Consideration to Employee.

a. Continued Employment. Employee voluntarily and irrevocably resigns from his position as Fire Chief on the Effective Date of this Agreement ("Resignation Date"). Commencing the first day following Employee's Resignation Date, Employee shall be appointed as the City's Public Safety Administrative Officer and shall perform the duties set forth in the job description for the position through and including the Retirement Date, unless he opts to resign or retire sooner. If Employee opts to resign or retire sooner, he shall give 30 days' notice to the City Manager. Employee shall report directly to the City Manager and shall receive the following:

i. Salary which corresponds to C255 on the City's Salary Schedule;

ii. Training Premium of 5%; and

iii. With the exception of a vehicle or a vehicle allowance (which Employee shall not receive), all other benefits provided to Central Management employees pursuant to the Resolution for Central Management Employees currently in effect, and as amended through and including the Retirement Date.

b. Attorneys' Fees. After execution of this Agreement and expiration of the seven day revocation period set forth in Paragraph 10 of this Agreement, Employee shall receive an amount not to exceed \$3,750 in attorneys' fees and costs incurred by Employee in the negotiation of this Agreement. Employee shall receive a form 1099 for this amount.

2. Retirement. As a condition of receiving the consideration set forth in Paragraph 1, Employee voluntarily and irrevocably will retire from his position as Public Safety Administrative Officer on December 31, 2016.

3. Mutual General Releases. In further exchange for the consideration set forth in Paragraph 1, Employee gives up and waives any right to grieve, appeal or litigate any matter or possible claim or cause of action relating to or arising out of his employment with Employer, including his decisions to resign and retire consistent with the terms of this Agreement, against the Employer or any of its officers, directors, supervisors, agents, representatives or employees (collectively the "Employer Releasees"), pursuant to any Employer ordinance, rule, resolution, practice, policy, custom, agreement, memoranda of understanding, or any state or federal law.

Without limiting the generality of the description, the claims herein released include, but are not limited to, claims based upon:

- a. Title VII of the Civil Rights Act of 1964;
- b. Americans with Disabilities Act and the Rehabilitation Act;
- c. Family and Medical Leave Act and California Family Rights Act;
- d. Age Discrimination in Employment Act;
- e. California statutory or decisional law, including but not limited to: (1) the Fair Employment and Housing Act, pertaining to employment discrimination, harassment, and retaliation, (2) wrongful discharge in violation of public policy; and (3) wrongful termination in breach of the implied covenant of good faith and fair dealing;
- f. Any and all state, federal, and local laws as well as common law for breach of contract, employment discrimination, harassment or retaliation, negligent or intentional infliction of emotional distress, defamation, fraud, concealment, false promise, negligent misrepresentation, and intentional interference with contractual relations;
- g. Whistleblower protections;
- h. Any Constitutional or statutory due process rights, right to privacy, and other civil rights violations;
- i. Discrimination claims in violation of Labor Code section 132a;
- j. Claims for unpaid wages arising out of California or federal law through the Retirement Date; and
- k. Firefighters Procedural Bill of Rights Act.

Expressly excluded from this release are any rights Employee may have to a disability retirement pursuant to Government Code sections 21153, *et. seq.* While Employee is not precluded from submitting a disability retirement application to the California Public Employment Retirement System, nothing in this Agreement shall be construed as a guarantee that such application will be granted or that the City will support such an application.

In consideration for the agreement by Employee, Employer Releases release Employee from any claims through the Effective Date of this Agreement.

4. Mutual Releases of Unknown Claims. Employee and Employer acknowledge that they may have claims that are covered by the terms of this Agreement which they have not yet

discovered. The Parties hereby release any and all such unknown or unsuspected claims against the other that may have arisen through and including the Effective Date of the Agreement. The Parties expressly waive and relinquish all rights and benefits under Section 1542 of the California Civil Code which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5. No Admission of Liability. Employer and Employee agree that this Agreement and the consideration provided by the Employer described herein is not an admission by either party of any wrongdoing or liability. Each party specifically denies any liability or wrongful acts against the other. The parties have entered into this Agreement in order to settle all possible and potential disputes and differences between them, without admitting liability or wrongdoing by any party.

6. Confidentiality. Both parties agree that this Agreement shall remain confidential as a personnel record within the meaning of Government Code Section 6254(c) to the extent permitted by law. In the event a Public Records Act request is made to review and/or copy this Agreement, Employer's only obligation shall be to timely notify Employee of that request. Employer shall not be obligated to incur legal expenses to deny such a request. Except to the extent required by law, neither party shall disclose the terms or substance of this Agreement, except that Employee may disclose such terms to his counsel, financial advisors, and immediate family. Failure to comply with this provision shall constitute a material breach of the Agreement.

7. Advice of Counsel. Employee has been advised of his right to seek the advice of counsel prior to executing this Agreement and Employee has accordingly retained legal services. Employee has read and fully understands all of the provisions of this Agreement and is freely and voluntarily entering into this Agreement.

8. Enforcement. The prevailing party in any action brought to enforce this Agreement or resolve any dispute or controversy arising under the terms and conditions hereof shall be entitled to payment of reasonable attorneys' fees and costs.

9. Acknowledgement and Waiver of Twenty-One Days to Consider. Employee has been advised of the right to consider this Agreement for up to twenty-one (21) days prior to its execution and voluntarily waives this period, electing with full knowledge and consent to execute this Agreement at this time.

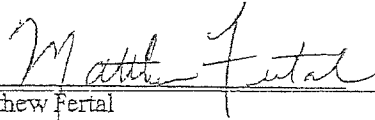
10. Revocation. Employee may revoke this Agreement for a period of seven (7) calendar days following its execution which will coincide with Effective Date. Said revocation must be in writing, must specifically revoke this Agreement, and must be received by the City's Human Resources Director, prior to the end of the seventh day following Employee's execution. Upon expiration of the seven-day period, this Agreement becomes effective, enforceable and irrevocable.

11. Complete Agreement This is the entire agreement between Employer and Employee with respect to the subject matter herein and this Agreement supersedes all prior and contemporaneous oral and written agreements and discussions.

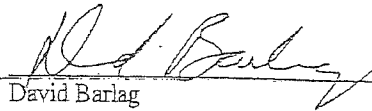
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any Party may execute this Agreement by way of a facsimile or electronic signature, a copy of which will operate as an original. The party executing a facsimile or electronically scanned and transmitted copy shall promptly transmit a copy thereof to all other parties.

CITY OF GARDEN GROVE

EMPLOYEE

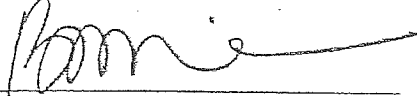


Matthew Ferial  
City Manager



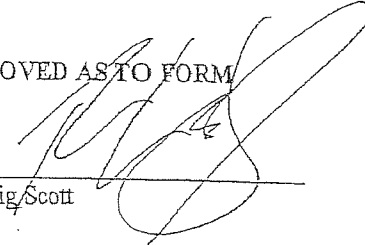
David Barlag

APPROVED AS TO FORM



Barbara Raileanu  
Deputy City Attorney

APPROVED AS TO FORM



R. Craig Scott

Date Range: 9/30/14- 12/31/14

Date	Author	Recipient	Subject	Notes
9/30/14	Barlag		In matts conf room	
9/30/14	Barlag	Jennifer Goddard	Re:	Personal – discussing resignation/ situation
9/30/14	Barlag	Ana Pulido	Re: Announcement draft	Approving announcement of resignation
9/30		Ana Pulido	Re: announcement draft	Same
9/30/14	Barlag	Ana Pulido	Re: announcement draft	Personal – asking to take him out for dinner/drinks
9/30/14	Barlag	EVERYONE (email list)	Fwd: FIRE CHIEF ANNOUNCEMENT	Attaches announcement re: Barlag
9/30/14	Barlag	Wolfgang Knabe	Re: Call Me	
9/30/14	Barlag	Wolfgang Knabe	Re: Call Me	
9/30/14	Barlag	Kim Huy	Re: Sad News	Re: his resignation
9/30/14	Barlag	Pat	OCFS Memorial	Barlag will not be there and will get banking stuff to him
9/30/14	Barlag	Jeff Davis	Re: Miss You Already	Re: resignation
10/1/14	Barlag		Close account please	Request to close Credit Union of Southern California account
10/1/14	Barlag	Ana Pulido	Re: COMPLETED DRAFT RELEASE	Re resignation
10/1/14	Barlag	Rhonda Kawell	Re: Vehicle	Request for final mileage
10/3/14	Barlag	Ricoh11@ci.garden – grove.ca.us.	Barlags deferred comp	Attaches Salary Deferral Agreement
10/3/14	Barlag	Pat?	OCFCA Treasurer Stuff	Info regarding credit union, records, etc.

10/3/14	Barlag	Pat Dibb	Fwd: OCFCA Treasurer Stuff	Gives address
10/3/14	Barlag	Gayle	Resignation	Resigns from Hope Board
10/5/14	Barlag		2005 Chevy	Question re: power
10/6/14	Svetlana More on behalf of Barlag	Jeff Spargur	Central Management: 4hr City EOP Revision Kick Off Mtg	Meeting on 10/8 from 8am-1pm
10/6/14	Svetlana More on behalf of Barlag	Keithv@ci.gardengrove.ca.us	Central Management: 4hr City EOP Revision Kick Off Mtg	Meeting on 10/8 from 8am-1pm
10/6/14	Barlag	Svetlana More	Re: Hi! (Seeking Dept MC Info)	Says she misses him around here – asks for info re charge on Master Card for 9/4
10/6/14	Barlag	Svetlana More	Re: Hi! (Seeking Dept MC Info)	Same
10/7/14	Barlag	Svetlana More	Re: Pkg came for you	Svetlana asks if Judy will be in to pick it up. Barlag asks her to mail it.
10/7/14	Barlag	Svetlana More	Re: Pkg came for you	Re same
10/10/14	Barlag	Tech Support at Gale Banks Engineering	Re: 2005 Chevy	Questions re issue with AutoMind programmer
10/11/14	Barlag	Shane?	ICU Nursing Interview	Personal – asking for assistance with niece getting nursing position
10/13/14	Barlag	Matt Fertal	Fwd: 9-1-1 Emergency Ambulance Transportation Services RFP (#OC2014-01)	Email chain re: completing RFP process – says that Barlag worked on it when he was Chief. Matt forwards to Barlag and asks to talk
10/13/14	Matt		Fwd: retirement	Forwarded message between Fertal and



	Fertal			Charles Green re: Green's request to serve as interim fire chief
10/13/14	Barlag	Nicole	Reimbursement	Asking for update on reimbursement from Great West
10/13/14	Barlag	Nicole Herrick	Re: Reimbursement	Re same
10/15/14	Barlag	Ana Pulido	Re: PRIORITIES!	Personal – re taking him out for dinner
10/15/14	Barlag	Ana Pulido	Re: PRIORITIES!	Re same
10/16/14	Maria Stipe	Barlag	Management Partners Report	Provides copy of report (summary below at # 14)
10/16/14	Barlag	Maria Stipe	Re: Management Partners Report	Re same
10/16/14	Barlag		Fwd: Paystub	Notes that they failed to stop assn dues, but raise is there, and specialty pay is other 5%  Attaches paystub for pay period 9/27-10/10/14
10/16/14	Barlag	Melanie Valdes	Re: Paystub	Re hard copy printouts of pay stub – asks Barlag if he wants to save printouts or just shred – says to shred
10/16/14	Barlag		How do I change the signature on zimbra	Trying to change “Fire Chief” signature
10/22/14	Barlag		From our balcony	Attaches image
10/22/14	Barlag	Svetlana More	Re: Home address for Barlag?	Craig Anderson asking for his address
10/22/14	Barlag	Craig	Barlag	Gives address
10/24/15	Barlag	Laura	Fight the war not the battles	Thanking her for support

10/27/14	Barlag		Nadcgga	Re status of reimbursement
10/27/14	Barlag		Family members beat the odds in winning prized firefighting jobs – LA times	Article link
10/27/14	Barlag	Jany Lee	Re: Family members beat the odds in winning prized firefighting jobs – LA times	
10/27/14	Barlag	Nicole Herrick	Re: Nadcgga	Re charges for reimbursement
10/27/14	Barlag	Nicole Herrick	Re: Nadcgga	Re mailing check
10/27/14	Barlag	Laura Stover	Re: Family members beat the odds in winning prized firefighting jobs – LA times	
10/29/14	Barlag	Jeff Spargur	Re: Fire Chief Recruitment	
10/30/14	Barlag	Nicole Herrick	Re: NAGDCA Check is in the mail	
10/30/14	Barlag	Melanie Valdes	Re: Pay Stub	Melanie says “your stub is attached. Hope you are doing ok.”
10/30/14	Barlag	Melanie Valdes	Fwd: Pay Stub	Attached pay stub for pay period 10/11-10/24/14
10/31/14	Barlag		Fwd: Jason Lee from GCS sent you a message	Punchbowl invitation for holiday party
11/1/14	Barlag		Raymond cousin	Attaches images
11/1/14	Barlag	Nicole	Nagdcga	Received check
11/3/14	Barlag		Busy weekend	Personal –re weekend
11/3/14	Barlag	Susan?	Card	Card delivered

11/3/14	Barlag	Laura Stover	Re: Busy weekend	
11/5/14	Barlag		Are you avoiding me!	
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: TIME SHEETS (meeting request)	Every 2 weeks
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: OPS (meeting request)	First Tuesday of every month
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: Staff (meeting request)	First Tuesday of every month
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: Central Management (meeting request)	Every Wednesday
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: CITY HALL OPENED (meeting request)	Every 2 weeks on Friday
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: Spurgeon awards: OC Chiefs (meeting request)	Meeting on 11/7
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Cancelled Meeting: Central Management (meeting request)	
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: City Council Mtg (2 <sup>nd</sup> & 4 <sup>th</sup> Tues) (meeting request)	Second Tuesday of every month
11/5/14	Svetlana More on behalf of	Svetlana More	Fwd: \$ PAY DAY (meeting request)	Every two weeks on Thursday

	Barlag			
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: CO-OP (meeting request)	Second Thursday of every month
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: City Hall Closed (meeting request)	Every two weeks on Friday
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Office Staff Meeting (meeting request)	Meeting modified
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: Office staff meeting (meeting request)	Third Tuesday every month
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: OC FIRE CHIEFS (meeting request)	Third Thursday
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: City Council Mtg (2 <sup>nd</sup> & 4 <sup>th</sup> Tues) (meeting request)	Second Tuesday of every month
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: CO-OP (meeting request)	Second Thursday of every month
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: OPS (meeting request)	First Tuesday of every month
11/5/14	Svetlana More on behalf of Barlag	Svetlana More	Fwd: Staff (meeting request)	First Tuesday of every month

11/5/14	Barlag		Fwd: Fire Prevention Help	Question from Fountain Valley re: how many departments charge an inspection fee
11/6/14	Barlag	Rhonda Kawell	Re: Vehicle	Re personal mileage for vehicle
11/6/14	Matt Fertal	Mayor and City Council	Public Records Request – Chief Barlag Resignation	documents that were provided in connection with request
11/7/14	Svetlana on behalf of Nicole Herrick	Nicole Herrick	DCC Meeting	Asking whether Nicole wants to have Warren or Jeff attend in Dave's place
11/10/14	Barlag		Misc little items that would sell	Attaches links to items
11/11/14	Barlag	Judy Lee	Re: Pay Stub	Forwards pay stub. Conversation re vacation accruals
11/12/14	Barlag	Jeff Spargur	Re: Aed	
11/12/14	Matt Fertal	Thy Vo	Fwd: Questions Barlag	Re questions on Barlag's position as PSAO
11/13/14	Matt Fertal		Fwd: Release of Hazardous Materials Program to the County	
11/17/14	Barlag	Lucia Medina-Whittaker	Re: Annual Performance Report_FY 13-14	Re updates for annual performance report  There are few emails on this
11/17/14	Svetlana obo Barlag		Cancels OC FIRE CHIEFS meeting	
11/17/14	Barlag		Retreat	Asking about transportation – he is invited

11/17/14	Barlag	Gary	Space utilization study	Asking for study – says he works now as PSAO -
11/17/14	Barlag		Retreat	Asking about transportation (sent a few times – may have sent to different people)
11/18/14	Barlag	Gary Chubb	Re: Space utilization study	Emails re getting info and deadline
11/18/14	Barlag	Maria	Space utilization study	Info re: what he will be prepared to present at retreat
11/18/14	Bill Murray		Fwd: Fwd: City Hall Generator	Barlag not copied on this email
11/18/14	Barlag	Kevin Raney (and ccs)	Re: City Hall Generator	Barlag re current plans
11/18/14	Matt Fertal		Dave Barlag Assignments	Says he met with Barlag that week to go over areas of responsibility of the PSAO. Asked Barlag to continue leading Ambulance RFP effort and serve as project manager for Master Plan
11/18/14	Barlag	Gary Chubb	Re: Master Plan Report - 2010	
11/19/14	Barlag	Charles	Retreat	Questions re logistics for presentation
11/19/14	Maria Stipe	Department Directors	Public Safety Needs Assessment Slides from 2009 Council presentation	
11/20/14-11/21/14	Barlag	Maria	GG FS1	Slides for Public Private Partnership  Emails related to powerpoint

11/21/14	Matt Fertal		Fwd: UPDATE: NEWS RELEASE	Re Barlag retention  "key projects and developments, once led by the department's former fire chief David Barlag, who resigned two months ago, have necessitated the City's decision to retain the former chief's services in a different capacity."
11/25/14	Maria Stipe	Barlag	Retreat Change – Master Plan deleted from agenda	
11/25/14	Laura Stover	Barlag	Fwd: retreat	Details for retreat
11/26/14	Barlag	Melanie Valdes	Re: Pay Stub	
11/26/14	Susan Emery	Barlag	Fire Station Fee	Emails related to whether file on this
11/26/14	Barlag	Marino	Thanksgiving	Personal
11/26/14	Barlag		Happy Thanksgiving	Personal
11/27/14	Matt Fertal	Barlag	Central Management Retreat	Asks him to come to retreat to discuss new fire stations 6 and 7  Emails related to this
11/29/14	Barlag		Sitting in airport	Post re: Truhill – did he get hurt  Emails related to this
11/29/14	Barlag		Daves email	Sends personal email – <a href="mailto:barlagdavid@gmail.com">barlagdavid@gmail.com</a>
12/2/14	Barlag		Los Angeles County Bikeways	Article link
12/3/14-12/5/14	Barlag	Carlos Marquez	Property on Harbor for future fire station	What properties does City own along Harbor

				And emails related to this
12/7/14	Barlag		Biography	Provides his bio
12/8/14	Barlag	Gary Chubb	Re: Retreat outcome	Gary asking for update
12/9/14	Barlag		Good Morning	
12/9/14	Bill Murray	Phil	Fire Station No. 2	Re separate shower and restroom facilities for women
12/9/14	Jeff Spargur	Barlag	Pulse point	Re funding for pulse point
12/9/14	Barlag		Brakes and rotors?	
12/10/14	Gary Chubb	Barlag	Update	Re night before
12/10/14	Kevin Raney		Fwd: OCCPSA: "Hot Red" Radio Purchase	Requesting confirmation for purchase
12/10/14	Matt Fertal	Kinksley	Re: OCCPSA: "Hot Red" Radio Purchase	Asking if they want to loop in Bargal as he is point person
12/10/14	Kingsley Okereke	Robert	Re: OCCPSA: "Hot Red" Radio Purchase	Confirming whether City will be participating
12/10/14	Kingsley Okereke	Matt Fertal (cc Raney, Whitman, Barlag)	Internal Meeting --- Re: OCCPSA: "Hot Red" Radio Purchase	Asking to set up meeting with Barlag to get him plugged in  Emails related to scheduling
12/10/14	Barlag	Gary Chubb	Re: Update	No news yet
12/10/14	Barlag	Gary Chubb	Fwd: A message from the City Manager	Re replacement for Matt Fertal
12/11/14	Barlag	Matt Fertal	Re: Request for Ambulance RFP Evaluators	
12/15/14	Barlag	Matt Fertal	Accepted: OCCPSA Hot Red Radio Purchase	Meeting on 12/17



			(meeting request)	
12/16/14	Barlag		Red Hot Radios	Questions re radios
12/16/14	Matt Fertal		Fwd: Lion King picture	Image
12/17/14	Barlag	Charles	Lap top	Asking for old lap top to run word and excel on
12/18/14	Barlag		Fwd: Partial Closes of Sycamore and Orange at Carling	
12/18/14	Matt Fertal		Fwd: Ambulance RFO Evaluation Opportunity – City Managers	
12/18/14	Barlag	Matt Fertal	Re: Ambulance RFO Evaluation Opportunity – City Managers	Cannot participate bc participating in first process
12/19/14	Barlag		Fwd: Pay Stub	Pay stub for period 11/22-12/05/14
12/19/14	Barlag		Finance	Says he will bring a check today from cu and asks to hold on audi financing
12/19/14	Barlag		Fwd: Interim City Manager Chosen	
12/19/14	Barlag		Cat on frozen lake – yahoo search results	Link
12/22/14	Barlag		Raytheon	Jpeg – earnings statement for Judy Lee
12/22/14	Barlag		Kelly	Jpeg – earnings statement for Judy Lee
12/22/14	Matt Fertal	Central Management	Thank you	Saying goodbye
12/29/14	Barlag	Dave Gonzales	Re: Sample Shipment	Status of parts
12/31/14	Ryan	Barlag	Grand Jury Subpoena	DA Subpoena re Barlag

	Smith			for hearing on 1/8/14

Emails: Date Range 1/5/15 through 5/4/15

Date	Author	Recipient	Subject	Notes
1/5/15	Barlag	Kingsley Okereke	OCCPSA: "Hot Red" Radio Purchase	Email chain- Barlag coordinating this project (first email 12/10/14)
1/6/15	Barlag	Meeks, Whitman, Okereke, Stoffel	Radio discussion with Stoffel	Looks like it may be a meeting notice?
1/6/15	Barlag	Bill Murray	Radio	Questions re: who is in charge of radios
1/13/15	Barlag	<a href="mailto:allanr@ci.garden-grove.ca.us">allanr@ci.garden-grove.ca.us</a>	Accepted: mtg w/ David Barlag	
1/13/15	Barlag	Okereke (cc allanr; stauffer, Meeks, Spargur)	County financing option for radio backbone	Recounts meeting
1/15/15	Barlag	Nathan Brady	Fireworks booths	
1/22/15	Barlag	Allan Roeder	Re: 800 MHz CCCS Next Generation Budget Estimate, updated January 2015	Email chain -
1/23/15	Barlag	Allan Roeder	Letter of Response to OCC	Stofeel asking for email to Marten Miller confirming Citys participation in finance program
1/23/15	Barlag	Okereke	Station Cost	
1/23/15	Barlag	Miller (cc Stoffel)	Re: Draft Agreement amendment	Email chain
1/26/15	Barlag	Kathy Bailor	Fwd: Draft Agreement amendment	Email chain

1/27/15	Barlag	Miller, Stoffel (cc Roeder, Elgin, Whitman, Stauffer, Meeks, Spargur, Murray, Ruitenschild)	Fwd: City of Garden Grove, financing Next Generation Backbone (draft)	
1/31/15	Barlag	Roeder	Re: New Assignments and Schedule	Response from Barlag to Roeder's email saying he needs Barlag on a regular schedule with more specific assignments for the near-term. Wants him at the office.
2/2/15	Barlag	Miller	Re: Updated CCCS Costs Jan 2015	
2/3/15	Barlag	Chubb	Re: Update on Fire Station	
2/5/15	Barlag	Meeks	800 Backbone and Hot Red	
2/6/15	Barlag	Okereke	Fwd: Question	Process for RFP for financing
2/6/15	Barlag	Okereke	Fwd: Question	Selection of finance team in March 2014
2/9/15	Barlag	Stauffer, Meeks, Allison, (cc Elgin, Whitman, Boddy)	Fwd: OCCPSA: "Hot Red" Radio Purchase	Budget and quote
2/9/15	Barlag	Nicole Herrick	Nims Training	Records re training
2/10/15	Barlag	Gary Chubb	Re: Update on Fire Station	
2/11/15	Barlag	James Eggart	Amendment to 800 MHz	
2/11/15	Barlag	Omar Sandoval	Design Build Process	Questions re process
2/11/15	Barlag	Stoffel, Miller (cc Eggart)	Amendment to Joint Agreement	Concer re section 1b party share cost

2/12/15	Barlag	Stoffel, Miller (cc Stauffer, Meeks, Allison)	Motorola Quote for GG-Quote: 123114GGAPXHR	
2/13/15	Barlag	Sandoval	Potential Conflict?	
2/17/15	Barlag	Robert Fowler	PD NIMS Training	Asking for records
2/17/15	Barlag	Okereke, Murray, Warrenh; Carter, Sandoval, Segawa (Roeder)	Design Build Project FS6	
2/17/15	Barlag	Chubb	Griffin Design Bid Overview	
2/17/15	Barlag	Chubb	Re: Griffin Design Bid Overview	
2/18/15	Barlag	Roeder, Okereke, Murray, Warrenh; Brady, Carter, Segawa; Sandoval, Chubb, Torriero, CH3_Training	Design Build Overview Fire Station 6	
2/18/15	Barlag	Bailor, Pomeroy	800 MHz Staff Report	
2/23/15	Barlag	Elgin, Quino	Garden Grove High School traffic Information	
2/24/15	Barlag	Aquino (cc Elgin, Candelaria)	Re: Garden Grove High School Traffic Information	
2/25/15	Barlag	Moure	Re: Garden Grove EOP update	
2/25/15	Barlag	Chubb	Re: Meeting 3/11/15	
2/27/15	Barlag	Ladney (cc Aquino)	Work order # 387042	Repainting signs near school
2/27/15	Barlag	Ladney	Re: Work Order 387047	
3/2/15	Barlag	Osborne (cc Roeder)	Meeting regarding traffic around school site	

3/3/15	Barlag	Miller	Joint Agreement Amendment	
3/4/15	Barlag	Osborne (cc Elgin, Murray, Roeder)	Traffic issues	
3/5/15	Barlag	Ladney	Re: Stanford	
3/5/15	Barlag	Allison	Fwd: Motorola quote for GG- Quote: 123114GGAPXHRR	
3/5/15	Barlag	Kim Caplan	Questions regarding Motorola financing options	
3/5/15	Barlag	Victoria Osborn	OCEMO Email List	
3/5/15	Barlag	Kim Caplan	Re: Questions regarding Motorola Financing options	
3/5/15	Barlag	Miller	Confusion!	Thinks finance option was going to include equipment as well as backbone
3/5/15	Barlag	Chubb	Re: Revised Agenda	
3/5/15	Barlag	Caplan	Re: Questions regarding Motorola Financing options	
3/10/15	Barlag	Osborne	Re: Traffic Issues	
3/4/15	Barlag	Osborne	Re: Traffic Issues	
3/10/15	Barlag	Susan1 @ci.garden-grove.ca.us	Design Build Overview Fire Station 6	Meeting modified
3/10/15	Barlag	Caplan (cc Okereke)	City of Garden Grove Finance Request	
3/10/15	Barlag	Zmija, Aquino	Meeting with GGHS	
3/10/15	Barlag	Zmija, Aquino,	Garden Grove High	

		Osborne	School Traffic Safety	
3/11/15	Barlag	Carter, Murray, Segawa, Sandoval, Emery	Fwd: GGFS No. 6	
3/11/15	Barlag	Miller	Re: Amendment to the Agreement GG	
3/12/15	Barlag	Caplan (cc Okereke)	Re: City of Garden Grove finance request	
3/12/15	Barlag	Aquino, Zmija	Briefing before we meet with GGHS	
3/12/15	Barlag	Aquino, Zmija	GGHS Briefing	Meeting request
3/12/15	Barlag	Aquino, Zmija	Draft Agenda	
3/16/15	Barlag	Aquino, Zmija	Push back meeting 30 minutes for tomorrow	
3/18/15	Barlag	Miller	Garden Grove Amendment to the 800 MGHz agreement	
3/18/15	Barlag	<a href="mailto:Lancelarson@ocaic.org">Lancelarson@ ocaic.org</a> (cc Rao)	Cyber Security	
3/18/15	Barlag	Sandoval, (cc Nixon)	Language for Municipal Code Changes	
3/19/15	Barlag	Caplan	Hot Red s for GG	
3/19/15	Barlag	Stauffer, Meeks, Allison	Fwd: Hot Red s for GG	
3/19/15	Barlag	Rao	Fwd: Cyber Security	
3/19/15	Barlag	Emily J McLoughlin	Accept: Fw: Stakeholder Call: Orange County Intel Assessment	
3/20/15	Barlag	Nixon, Sandoval	Fwd: Request for Rotation in OCEMS Designated Non-OCEMS	

3/23/15	Barlag	Roeder, Nixon, Sandoval	Fwd: Request for Rotation Letters to Cities	
3/24/15	Barlag	Bweber; Kristi-a; Leanndotsonghs; Fischer, Zmija, Aquino, Osborne, acorulla (cc Roeder, Murray, Elgin)	GGHS Stakeholder Meeting	
3/24/15	Barlag	Emery, Marino, Carter, CH3_South	Fire Station 6 CEQA conversation	
3/25/15	Barlag	Johnson	Class Lists	
3/26/15	Barlag	Sandoval, Nixon (cc Roeder)	Conference Call with Fire Chiefs and Dr. Stratton	
3/26/15	Barlag	Sandoval (cc Nixon, Roeder)	Re: Conference call with Fire Chiefs and Dr. Stratton	
3/27/15	Barlag	Sandoval	Fwd: EMSA 201 Cities from August 2002	
3/30/15	Barlag	Medina	Ad Valorem	Meeting request
3/31/15	Barlag	Okereke, Mcclellan, Medina, CH3_Law_Library	Paramedic Ad Valorem Tax	Meeting request
3/31/15	Barlag	Okereke, Mcclellan, Medina, CH3_Law_Library	Paramedic Ad Valorem Tax	Meeting request modified
4/1/15	Barlag	Roeder	FYI I will be attending OCEMO in Am	
4/6/15	Barlag	Bweber; Kristi-a; leanndotsonghs; jrosell; sosborne; Fischer, Zmija, Aquino, Acorulla	GGHS Traffic Meeting	

4/6/15	Barlag	Roeder, Aquino, Zmija	City Manager Briefing GGHS	
4/10/15	Barlag	Okerek, Roeder (cc Elign, warrenh, Spargur, Brady, Murray)	Refinancing existing [sic] City Bonds	
4/10/15	Barlag	Spargur	Re: 2014 EMPG: OCEMO Meeting Attendance	Email from ocsd saying city needs to attend at least ½ of the meetings. Email confirms that member of city has attended 3/10 – Barlag response is that he should be counted for March and April
4/13/15		Okereke	Fwd: 800 MHz CCCS Financing Update	
4/14/15		Okereke	Contingency Plan 800 MHz Finance	
4/15/15		Meeks (cc Barlag, Allison, Stauffer)	Re: Hot Red s for GG	
4/16/15		Caplan	Re: City of Garden Grove finance request	
4/21/15		Zmija, Aquino	Draft agenda for Thursday with GGHS	
4/23/15		Mcclellan, Medina-Whittaker (cc Okereke, Roeder)	Paramedic Ad valorem tax	
4/28/15		Chubb	Re: FS Update	
4/28/15		Chubb	Re: FS Update	
4/29/15		Aquino	Median Fencing	
4/29/15		Zmija, Aquino	Manager's memo regarding GGHS	
4/29/15		Sandoval	Amb RFP	



5/4/15		Herrick	Re: Mandatory Training	
--------	--	---------	------------------------	--

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 1:41 PM  
**Subject:** In matts conf room

David Barlag

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 4:29 PM  
**Subject:** Re:

Don't do it girl. Life is good Smile! Makes them wonder.

David Barlag

> On Sep 30, 2014, at 4:27 PM, Jennifer Goddard <jenng@ci.garden-grove.ca.us> wrote:

>  
> I think this whole situation is f\*\*\*ed up. I'm sad and mad. I think I'm gonna commit Hari Kari with my Special Events Committee badge ...

>  
> jgn ;(

>  
> Jennifer Goddard Nye  
> Senior Administrative Aide  
> Office of Community Relations  
> City of Garden Grove  
> 11222 Acacia Parkway  
> Garden Grove, CA 92840  
> [jenng@ci.garden-grove.ca.us](mailto:jenng@ci.garden-grove.ca.us)  
> (714) 741-5290  
>

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 6:16 PM  
**Subject:** Re: announcement draft

Let it fly

David Barlag

On Sep 30, 2014, at 6:03 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:

Hey there,

Matt's approved (finally) this version of the announcement. It's not my best work, but see if it's acceptable to you, or better yet, tell me if there's something you'd like to change or add.

Thanks pal!

Ana Pulido  
Supervisor  
Office of Community Relations  
City of Garden Grove  
(714) 741-5283  
[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)

<Barlagresignationsept2014.doc>

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 6:30 PM  
**Subject:** Re: announcement draft

Correct

David Barlag

On Sep 30, 2014, at 6:18 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:

Ok compadre. Tomorrow I gotta send out the news release with a little more detail. I hate asking but, I take it you are unavailable for any comments, right?

Ana Pulido  
Supervisor  
Office of Community Relations  
City of Garden Grove  
(714) 741-5283  
[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)

---

**From:** "David Barlag" <davidba@ci.garden-grove.ca.us>  
**To:** "Ana Pulido" <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)>  
**Sent:** Tuesday, September 30, 2014 6:15:41 PM  
**Subject:** Re: announcement draft

Let it fly

David Barlag

> On Sep 30, 2014, at 6:03 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:  
>  
> Hey there,  
>  
> Matt's approved (finally) this version of the announcement. It's not my best work, but  
> see if it's acceptable to you, or better yet, tell me if there's something you'd like to  
> change or add.  
>  
> Thanks pall  
>  
> Ana Pulido  
> Supervisor  
> Office of Community Relations  
> City of Garden Grove

> (714) 741-5283  
> [anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)  
>  
> <Bartlagresignationsept2014.doc>

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 6:35 PM  
**Subject:** Re: announcement draft

Did up I hear drinks of course I'm in.

David Barlag

On Sep 30, 2014, at 6:32 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:

Otay buckwheat.

Hey, this may be somewhat awkward (for you, not for us) but.... the girls and I would like to take you out to dinner and intoxicating beverages sometime soon. That ok?

Ana Pulido  
Supervisor  
Office of Community Relations  
City of Garden Grove  
(714) 741-5283  
[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)

---

**From:** "David Barlag" <davidba@ci.garden-grove.ca.us>  
**To:** "Ana Pulido" <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)>  
**Sent:** Tuesday, September 30, 2014 6:30:07 PM  
**Subject:** Re: announcement draft

Correct

David Barlag

> On Sep 30, 2014, at 6:18 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:

>

> Ok compadre. Tomorrow I gotta send out the news release with a little more detail. I hate asking but, I take it you are unavailable for any comments, right?

>

> Ana Pulido  
> Supervisor  
> Office of Community Relations  
> City of Garden Grove  
> (714) 741-5283  
> [anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)

>

> From: "David Barlag" <[davidba@ci.garden-grove.ca.us](mailto:davidba@ci.garden-grove.ca.us)>  
> To: "Ana Pulido" <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)>  
> Sent: Tuesday, September 30, 2014 6:15:41 PM  
> Subject: Re: announcement draft  
>  
> Let it fly  
>  
> David Barlag  
>  
>  
>  
>> On Sep 30, 2014, at 6:03 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:  
>>  
>> Hey there,  
>>  
>> Matt's approved (finally) this version of the announcement. It's not my best work,  
>> but see if it's acceptable to you, or better yet, tell me if there's something you'd like to  
>> change or add.  
>>  
>> Thanks pal!  
>>  
>> Ana Pulido  
>> Supervisor  
>> Office of Community Relations  
>> City of Garden Grove  
>> (714) 741-5283  
>> [anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)  
>>  
>> <Barlagresignationsept2014.doc>  
>



---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 8:04 PM  
**Subject:** Fwd: FIRE CHIEF ANNOUNCEMENT  
**Attachments:** Sep30-182302.pdf; Untitled attachment 00295.htm

Hey all, I sure you have been watching the train coming, it hit today!  
Moving on down the line.  
Thanks for all the companionship, over the years!  
Moving to the next chapter in life!

David R. Barlag

Begin forwarded message:

**From:** Ana Pulido <anap@ci.garden-grove.ca.us>  
**Date:** September 30, 2014 at 6:26:50 PM PDT  
**To:** Everyone <everyone@ci.garden-grove.ca.us>  
**Subject:** FIRE CHIEF ANNOUNCEMENT

Please see the attached communication from City Manager Matt Fertal regarding Fire Chief David Barlag.



# The Criterion

Employee News

**SPECIAL EDITION**

September 2014

## **FIRE CHIEF VACATES POSITION** *Nationwide Recruitment Begins for Successor*

City Manager Matt Fertal announces the resignation of Fire Chief David Barlag from the Garden Grove Fire Department, effective immediately. The City will now begin a nationwide recruitment to fill the Fire Department's top spot.

"With much regret, I have accepted Fire Chief Barlag's resignation. Dave has had a distinguished career with the department and in the Fire Service profession. He knows that he will continue to have the support and respect of his City Family for many years to come," says Fertal.

Chief Barlag was named to the Fire Department's highest position in 2012, following his promotion to Deputy Fire Chief in 2008. During his tenure as Fire Chief, he was responsible for several rank-and-file promotions; directed the department's participation in combating a number of major Orange County and Northern California wildfires; served as a proponent and design consultant for the new Fire Department headquarters; advocated for the purchase of two new fire engines; headed the return of Public Safety Day; and transitioned the department into utilizing several social media platforms, including the PulsePoint application, to directly engage with the community and provide more efficient service to residents.

"Serving as Chief of the Garden Grove Fire Department has been one of the greatest pleasures I've had in my 32 years of Fire Service. From the bottom of my heart, I'd like to say 'thank you' to my City Family who have been there and supported me over the years. Garden Grove is, and will continue to be, a very special place to me. I wish the City and the Fire Department only the best," says Chief Barlag.

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 8:05 PM  
**Subject:** Re: Call Me

Where are you I'm in long beach!

David R. Barlag

> On Sep 30, 2014, at 7:59 PM, Wolfgang Knabe <[WKnabe@fullertonfire.org](mailto:WKnabe@fullertonfire.org)> wrote:

>

> Dave

> Call me

>

> Wolf

>

> Wolfgang Knabe

> Fire Chief

> Cities of Fullerton/Brea

>

>

> --

> BEGIN-ANTISPAM-VOTING-LINKS

> -----

>

> NOTE: This message was trained as non-spam. If this is wrong, please

> correct the training as soon as possible.

>

> Teach Cant if this mail (ID 01MVCX5uD) is spam:

> Spam: <http://spam.ci.garden-grove.ca.us/b.php?i=01MVCX5uD&m=d7f31fcf926e&c=s>

> Not spam: <http://spam.ci.garden-grove.ca.us/b.php?i=01MVCX5uD&m=d7f31fcf926e&c=n>

> Forget vote:

> <http://spam.ci.garden-grove.ca.us/b.php?i=01MVCX5uD&m=d7f31fcf926e&c=f>

> -----

> END-ANTISPAM-VOTING-LINKS

>

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 8:07 PM  
**Subject:** Re: Call Me

With wife but she is fine!

David R. Barlag

> On Sep 30, 2014, at 8:05 PM, Wolfgang Knabe <[WKnabe@fullertonfire.org](mailto:WKnabe@fullertonfire.org)> wrote:

>  
> You alone or with the wife  
>  
> Wolfgang Knabe  
> Fire Chief  
> Cities of Fullerton/Brea  
>

>> On Sep 30, 2014, at 8:05 PM, David Barlag <[davidba@ci.garden-grove.ca.us](mailto:davidba@ci.garden-grove.ca.us)> wrote:

>>  
>> Where are you I'm in long beach!  
>>  
>> David R. Barlag  
>>

>>> On Sep 30, 2014, at 7:59 PM, Wolfgang Knabe <[WKnabe@fullertonfire.org](mailto:WKnabe@fullertonfire.org)> wrote:

>>>  
>>> Dave  
>>> Call me  
>>>  
>>> Wolf  
>>>  
>>> Wolfgang Knabe  
>>> Fire Chief  
>>> Cities of Fullerton/Brea  
>>>  
>>>  
>>> --

> BEGIN-ANTISPAM-VOTING-LINKS

> -----  
> NOTE: This message was trained as non-spam. If this is wrong, please  
> correct the training as soon as possible.

> Teach CanIt if this mail (ID 01MVD60vd) is spam:

> Spam: <http://spam.ci.garden-grove.ca.us/b.php?i=01MVD60vd&m=fc4de1def8dc&c=s>

> Not spam: <http://spam.ci.garden-grove.ca.us/b.php?i=01MVD60vd&m=fc4de1def8dc&c=n>

> Forget vote:

> <http://spam.ci.garden-grove.ca.us/b.php?i=01MVD60vd&m=fc4de1def8dc&c=f>

> -----

> END-ANTISPAM-VOTING-LINKS

>

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 8:46 PM  
**Subject:** Re: Sad News

Not my circus not my clowns!

David Barlag

> On Sep 30, 2014, at 8:44 PM, Kim Huy <[kihuy@ci.garden-grove.ca.us](mailto:kihuy@ci.garden-grove.ca.us)> wrote:  
>  
> Dave,  
>  
> I've attempted to send this a couple of times today, with no luck. Suffice it to say that I am truly sad to hear that you will be leaving us. I have so enjoyed working with you and getting to know Judy.  
>  
> Let's make sure that we don't lose touch. John can be the glue that binds us all together; scary but it's works, right?  
>  
> I wish you all the best and I hope you enjoy leaving all this crap behind.  
>  
> Kim  
>  
>

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, September 30, 2014 10:39 PM  
**Subject:** OCFS memorial

Pat I will not be present at the memorial so someone will have to pick up the opening for garden grove. Spargur will be there for our honorees. I will get the OCFA banking stuff to you in the near future and figure out the authorized signers for the account.

David R. Barlag

---

**From:** David Barlag < davidba@ci.garden-grove.ca.us >  
**Sent:** Wednesday, October 01, 2014 10:39 AM  
**Subject:** Re: Miss You Already

Thanks Jeff, I will miss the City and you also.

---

**From:** "Jeff Davis" < jeffd@ci.garden-grove.ca.us >  
**To:** "David Barlag" < davidba@ci.garden-grove.ca.us >  
**Sent:** Wednesday, October 1, 2014 10:02:24 AM  
**Subject:** Miss You Already

Hi Dave, Sad to hear the news. You are one of my favorite people at the City, and by far my favorite Fire Chief. I appreciate your great attitude and willingness to help on anything we are doing. I also appreciate the personal side where you always have a nice thing to say. The City will miss you and I hope I don't have to miss you, because we will be able to stay in touch. JD

Jeff Davis  
Garden Grove TV3  
ph 714 741-5983  
fax 741-5049  
[youtube.com/gardengrovetv3](http://youtube.com/gardengrovetv3)



---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Wednesday, October 01, 2014 1:10 PM  
**Subject:** close account please  
**Attachments:** close account.pdf

--  
**David R. Barlag**  
Fire Chief  
*Garden Grove Fire Department*  
[davidba@garden-grove.org](mailto:davidba@garden-grove.org)  
[www.gardengrovesfire.org](http://www.gardengrovesfire.org)  
Office(714) 741-5618  
Cell (714) 357-2654



# REQUEST TO CLOSE ACCOUNT FORM



Dear valued Member:

Thank you for your Credit Union of Southern California (CU SoCal) Membership. Although you've elected to close your account, we hope you've enjoyed CU SoCal's many benefits.

We'd appreciate it if you could please complete the brief survey below:

	Excellent	Good	Average	Fair	Poor
Convenience of Hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience of Locations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Friendliness/Professionalism	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accuracy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knowledgeable Staff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Member #: \_\_\_\_\_

Please close the following share/loan ID number(s):

Savings Account # \_\_\_\_\_ Checking Account # \_\_\_\_\_

Loan Account # \_\_\_\_\_ Other Account # \_\_\_\_\_

Visa\* Account # \_\_\_\_\_

Please check box if you would like to close your entire Membership.

NOTE: In order to keep your Membership open, you are required to maintain a \$10 par balance in your share savings account.

My reason(s) for closing my account(s)—(Please check all that apply):

- Convenience—Hours, job change, moved
- Deceased
- Denied loan
- Dormant—Inactive, no longer need account(s), combined account(s)
- Paid off loan
- Pricing—better rate or fees
- Service
- Other

Additional Comments:

TRANSFER TO

D. BAKLAG

Judy E. Lee

10/1/14

Member Name (please print)

Date

Signature

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Wednesday, October 01, 2014 4:59 PM  
**Subject:** Re: COMPLETED DRAFT RELEASE

Fly it

David Barlag

On Oct 1, 2014, at 4:28 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:

Hey Dave,

This has taken all day to put together because Scott Kuhlman agreed to having his remarks go into the City release instead of him speaking directly to media. The OC Register published the story early this morning. The reporter said he obtained a copy of the internal announcement from an "undisclosed source."

Anyhow, Matt's seen this without the remarks that Scott just sent over. I want you to see it before it goes out in case you have anything to add.

Oh and see if you can stay out past your bedtime on Thursday, Oct 16...

Ana Pulido  
Supervisor  
Office of Community Relations  
City of Garden Grove  
(714) 741-5283  
[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)

---

**From:** "Ana Pulido" <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)>  
**To:** "Matt Fertal" <[mattf@ci.garden-grove.ca.us](mailto:mattf@ci.garden-grove.ca.us)>  
**Cc:** "Kim Huy" <[kihuy@ci.garden-grove.ca.us](mailto:kihuy@ci.garden-grove.ca.us)>  
**Sent:** Wednesday, October 1, 2014 3:40:28 PM  
**Subject:** COMPLETED DRAFT RELEASE

Hi Matt--

As you saw, Scott just sent over his remarks. I thanked him and added his entire quote to the release, along with making some adjustments. Let me know if I can send this to Dave for his ok. Do you want me to send a copy to Scott?

Ana Pulido  
Supervisor

Office of Community Relations  
City of Garden Grove  
(714) 741-5283  
[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)

<Barlagresignation2014.doc>

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Wednesday, October 01, 2014 5:56 PM  
**Subject:** Re: Vehicle

144000

David Barlag

On Oct 1, 2014, at 5:36 PM, Rhonda Kawell <[rhondak@ci.garden-grove.ca.us](mailto:rhondak@ci.garden-grove.ca.us)> wrote:

Hi Dave,

Can you get me the final mileage off the vehicle?

Thanks,  
Rhonda

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Friday, October 03, 2014 9:59 AM  
**Subject:** Barlags defered comp  
**Attachments:** 201410030935.pdf

---

**From:** [ricoh110@ci.garden-grove.ca.us](mailto:ricoh110@ci.garden-grove.ca.us)  
**To:** "David Barlag" <davidba@ci.garden-grove.ca.us>  
**Sent:** Friday, October 3, 2014 9:35:04 AM  
**Subject:** Message from "ricoh110"

This E-mail was sent from "ricoh110" (Aficio MP C5502A).

Scan Date: 10.03.2014 09:35:03 (-0700)  
Queries to: [ricoh110@ci.garden-grove.ca.us](mailto:ricoh110@ci.garden-grove.ca.us)

**Salary Deferral Agreement  
Governmental 457(b) Plan**

**City of Garden Grove Deferred Compensation Plan and Trust**

**340202-01**

**Participant Information**

BARLAG		DAVID	R	Social Security Number	
Last Name		First Name		MI	
Address - Number & Street					
LOS ANGELES		CA	90036	E-Mail Address	
City		State		Zip Code	
Home Phone		Work Phone		Date of Birth	
				<input type="checkbox"/> Female <input checked="" type="checkbox"/> Male <input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried	

**Salary Deferral Agreement**

This Agreement shall apply to all compensation paid from the effective date specified, until cancelled, superseded, or the employee ceases to be an eligible employee. This Agreement supercedes all previous agreements.

I understand that I may change the percentage of compensation or dollar amount contributed to the Plan only when and as allowed under the terms of the Plan. I also understand that it is my responsibility to comply with the Internal Revenue Code deferral limits.

**Payroll Information**

Specify one of the following:

New Enrollment     Restart     Increase Payroll Deduction     Decrease Payroll Deduction     Stop Deductions

Specify the following:

I elect to contribute \$ 1000.00 (per pay period) of my compensation as before-tax contributions to the Governmental 457(b) Deferred Compensation Plan until such time as I revoke or amend my election.

Payroll Effective Date: 09 | 27 | 2014      Date of Hire: 12 | 08 | 1986

Mo Day Year      Mo Day Year

Deferral agreements must be entered into prior to the first day of the month that the deferral will be made.

**Your Consent and Signature**

I have completed, understand and agree to the terms of this Agreement and authorize the payroll deduction as indicated on this form. Deferral agreements must be entered into prior to the first day of the month that the deferral will be made.

[Signature]      10/3/14

Participant Signature      Date

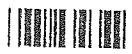
Participant forward to Plan Administrator/Trustee

**Authorized Signature(s)**

Authorized Plan Administrator/Trustee Signature \_\_\_\_\_ Date \_\_\_\_\_

Plan Administrator forward to Service Provider at:  
Great-West Retirement Services®  
PO Box 173764  
Denver, CO 80217-3764  
Express Address:  
8515 E. Orchard Road, Greenwood Village, CO 80111  
Phone #: 1-888-672-7240  
Fax #: 1-866-745-5766

Great-West Retirement Services® refers to products and services provided by Great-West Life & Annuity Insurance Company, FASCore, LLC, First Great-West Life & Annuity Insurance Company, White Plains, New York and their subsidiaries and affiliates. Great-West Life & Annuity Insurance Company is not licensed to conduct business in New York. Insurance products and related services are sold in New York by its subsidiary, First Great-West Life & Annuity Insurance Company. Other products and services may be sold in New York by FASCore, LLC.



---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Friday, October 03, 2014 10:43 AM  
**Subject:** OCFCA Treasurer Stuff

Hey Pat,  
I checked with the Credit Union of Southern California, which is where we have our money for the Chief's account.

My contact over there is Sonya Sell, direct number of 714 671-2724.  
signature on the account was me, Richter, Bruegman and Dibb. I hope this is not a sign.  
Anyway if you could send someone this way next week Svetlana will get the stuff to you.  
There are like 3 file boxes and a briefcase.  
I had not purge any records as we had approved a few meetings ago.  
Take care, my cell number will remain.

--  
**David R. Barlag**  
Fire Chief  
*Garden Grove Fire Department*  
[davidba@garden-grove.org](mailto:davidba@garden-grove.org)  
[www.gardengrovefire.org](http://www.gardengrovefire.org)  
Office(714) 741-5618  
Cell (714) 357-2654





---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Friday, October 03, 2014 10:46 AM  
**Subject:** Fwd: OCFCA Treasurer Stuff

11390 Stanford Garden Grove

---

**From:** "David Barlag" <davidba@ci.garden-grove.ca.us>  
**To:** "Pat Dibb" <pdibb@cityoforange.org>  
**Cc:** "Svetlana Moure" <smoure@ci.garden-grove.ca.us>  
**Sent:** Friday, October 3, 2014 10:43:06 AM  
**Subject:** OCFCA Treasurer Stuff

Hey Pat,  
I checked with the Credit Union of Southern California, which is where we have our money for the Chief's account.  
My contact over there is Sonya Sell, direct number of 714 671-2724.  
signature on the account was me, Richter, Bruegman and Dibb. I hope this is not a sign.  
Anyway if you could send someone this way next week Svetlana will get the stuff to you.  
There are like 3 file boxes and a briefcase.  
I had not purge any records as we had approved a few meetings ago.  
Take care, my cell number will remain.

--  
**David R. Barlag**  
Fire Chief  
*Garden Grove Fire Department*  
[davidba@garden-grove.org](mailto:davidba@garden-grove.org)  
[www.gardengrovefire.org](http://www.gardengrovefire.org)  
Office(714) 741-5618  
Cell (714) 357-2654



---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Friday, October 03, 2014 1:44 PM  
**Subject:** Resignation

Gayle,

I am sorry to say that I am tendering my resignation from the Hope Board.

As you know I have also resigned from the Fire Chiefs position.

There are numerous situations going on at the department and unfortunately I am the poster child according to the labor group. I am moving on with my life and unfortunately it is not in Garden Grove. I do not want to be a burden or bring any of your efforts down. I want to thank all the other wonderful board members for there support over the years. Gayle your drive has kept HOPE moving forward. Sorry to leave you this way but I think it is best for the situation. God bless you Gayle.

David R. Barlag

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Sunday, October 05, 2014 4:45 PM  
**Subject:** 2005 Chevy

2005 Chevy 6.6l

Have used my automind previously, but it does not power up when it is plugged into ecm port.

If I plug into computer with cable it powers up.

Any Thoughts?

David R. Barlag

Central Management: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Fir Trng Rm W/ RMP Corp's Stephanie Smith & Ryan - Stephanie

Meeting Nuance PDF

Delete No Response Required Respond Calendar Team E-mail Reply & Delete To Manager Done Create New OneNote Mark Unread Categorize Follow Up Translate Related Select Zoom

Client Matter Author Office Access Standard ND File

As the meeting organizer, you do not need to respond to the meeting.

From: smoure@ci.garden-grove.ca.us on behalf of davidba@ci.garden-grove.ca.us Sent: Mon 10/6/2014 8:43 AM

Required: Jeff Spargur

Optional:

Subject: Central Management: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Fir Trng Rm W/ RMP Corp's Stephanie Smith & Ryan Stephanie.Smith@RMPCorp.com Office: (949) 282-0123 ext

Location:

When: Wednesday, October 08, 2014 9:00 AM-1:00 PM

Meeting cannot be found in the Calendar

03476-0086: School District Claims for IUDA Tax Increment / L/D to file an ex parte motion to continue the motion for summary Groupware Agent

03476-0086: School District Claims for IUDA Tax Increment / L/D to file an ex parte motion to continue the motion for summary Groupware Agent

8 am

9:00

The following is a new meeting request.

Subject: Central Management: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Fir Trng Rm W/ RMP Corp's Stephanie Smith & Ryan  
 Stephanie.Smith@RMPCorp.com Office: (949) 282-0123 ext. 234  
 Organizer: davidba@ci.garden-grove.ca.us  
 Sent By: "Svetlana Moure" <smoure@ci.garden-grove.ca.us>

Time: Wednesday, October 8, 2014, 9:00:00 AM - 1:00:00 PM GMT -08:00 US/Canada Pacific

Invitees: jsparqur@ci.garden-grove.ca.us

Risk Management Professionals, Inc.  
 300 Goddard, Suite 200  
 Irvine, California 92618

www.RMPCorp.com  
 Irvine | Houston | Walnut Creek

Stephanie Smith, Project Engineer  
 Stephanie.Smith@RMPCorp.com  
 Office: (949) 282-0123 ext. 234

Mr. Ryan Bray  
 (949) 282-0123 ext. 238, 1, 977, 522, 0806

Meeting Nuance PDF

Delete No Response Required Respond Calendar Relativity Team E-mail Reply & Delete To Manager Done Create New Move Rules OneNote Mark Unread Categorize Follow Up Translate Related Selected Zoom

Delete Respond Calendar Quick Steps Move Tag Editing Zoom

Client: [ ] Matter: [ ] Author: [ ] Office: [ ] Access: Standard [ ] ND File

As the meeting organizer, you do not need to respond to the meeting.

From: smoure@ci.garden-grove.ca.us on behalf of davidba@ci.garden-grove.ca.us Sent: Mon 10/6/2014 8:46 AM  
 Required: keithv@ci.garden-grove.ca.us

Optional:

Subject: Central Mangement: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Flr Trng Rm W/ RMP Corp's Stephanie Smith & Ryan Stephanie.Smith@RMPCorp.com Office: (949) 282-0123

Location:

Where: Wednesday, October 08, 2014 9:00 AM-1:00 PM

Meeting cannot be found in the calendar

03476-0086: School District Claims for RUDA Tax Increment / L/D to file an ex parte motion to continue the motion for summary Groupware Agent  
 03476-0086: School District Claims for RUDA Tax Increment / L/D to file an ex parte motion to continue the motion for summary Groupware Agent

2 am  
 3:00

**The following meeting has been modified:**

**Subject:** Central Mangement: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Flr Trng Rm W/ RMP Corp's Stephanie Smith & Ryan  
**Stephanie.Smith@RMPCorp.com** Office: (949) 282-0123 ext. 234  
**Organizer:** davidba@ci.garden-grove.ca.us  
**Sent By:** "Svetlana Moure" <smoure@ci.garden-grove.ca.us>

**Time:** Wednesday, October 8, 2014, 9:00:00 AM - 1:00:00 PM GMT -08:00 US/Canada Pacific

**Invitees:** jspargur@ci.garden-grove.ca.us; keithv@ci.garden-grove.ca.us

Risk Management Professionals, Inc.  
 300 Goddard, Suite 200  
 Irvine, California 92618

[www.RMPCorp.com](http://www.RMPCorp.com)  
 Irvine | Houston | Walnut Creek

Stephanie Smith, Project Engineer  
[Stephanie.Smith@RMPCorp.com](mailto:Stephanie.Smith@RMPCorp.com)  
 Office: (949) 282-0123 ext. 234

Central Management 4 Hr City EOP Revision Kick-off Mtg w/ @ 3rd Fl Trng Rm W/ RMP Corp's Stephanie Smith & Ryan

As the meeting organizer, you do not need to respond to the meeting.

From: smoure@ci.garden-grove.ca.us on behalf of davidba@ci.garden-grove.ca.us  
 Required: keithv@ci.garden-grove.ca.us  
 Sent: Mon 10/6/2014 8:46 AM

Optional:  
 Subject: Central Mangement: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Fl Trng Rm W/ RMP Corp's Stephanie Smith & Ryan Stephanie.Smith@RMPCorp.com Office: (949) 282-0123

Location:  
 When: Wednesday, October 08, 2014 9:00 AM-1:00 PM

Meeting cannot be found in the Calendar:

03476-0086 School District Claims for JUDA Tax Increment / L/D to file an ex parte motion to continue the motion for summary Groupware Agent

03476-0086 School District Claims for JUDA Tax Increment / L/D to file an ex parte motion to continue the motion for summary Groupware Agent

2 am

3 00

Subject: Central Management 4 Hr City EOP Revision Kick-off Mtg w/ @ 3rd Fl Trng Rm W/ RMP Corp's Stephanie Smith & Ryan  
 Stephanie.Smith@RMPCorp.com Office: (949) 282-0123 ext. 234  
 Organizer: davidba@ci.garden-grove.ca.us  
 Sent By: "Svetlana Moure" <smoure@ci.garden-grove.ca.us>

Time: Wednesday, October 8, 2014, 9:00:00 AM - 1:00:00 PM GMT -08:00 US/Canada Pacific

Invitees: jsparour@ci.garden-grove.ca.us; keithv@ci.garden-grove.ca.us

Risk Management Professionals, Inc.  
 300 Goddard, Suite 200  
 Irvine, California 92618

[www.RMPCorp.com](http://www.RMPCorp.com)  
 Irvine | Houston | Walnut Creek

Stephanie Smith, Project Engineer  
[Stephanie.Smith@RMPCorp.com](mailto:Stephanie.Smith@RMPCorp.com)  
 Office: (949) 282-0123 ext. 234

Mr. Ryan Bray  
 949-282-0123 xt 238 | 877-532-0806

Meeting Nuance PDF

Delete
 No Response Required
 Respond
 Calendar
 Relativity
 Team E-mail
 To Manager
 Done
 Move
 Rules
 Mark Unread
 Categorize
 Follow Up
 Translate
 Related
 Select
 Zoom

Delete Respond Calendar Quick Steps Move Tags Editing Zoom

Client: [Dropdown] Matter: [Dropdown] Author: [Dropdown] Office: [Dropdown] Access: Standard [Dropdown] ND File

As the meeting organizer, you do not need to respond to the meeting.

From: smoure@ci.garden-grove.ca.us on behalf of davidba@ci.garden-grove.ca.us Sent: Mon 10/6/2014 8:52 AM  
 Required: Jeff Spargur; Keith Velotta  
 Optional:

Subject: Central Mangement: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Flr Trng Rm W/ RMP Corp's Stephanie Smith & Ryan Stephanie.Smith@RMPCorp.com Office: (949) 282-0123

Location:  
 When: Wednesday, October 08, 2014 9:00 AM-1:00 PM

Meeting cannot be found in the Calendar.

03476-0086: School District Claims for JUDA Tax Increment / L/O to file an ex parte motion to continue the motion for summary Groupware Agent  
 03476-0086: School District Claims for JUDA Tax Increment / L/O to file an ex parte motion to continue the motion for summary Groupware Agent

8 am  
 9:00

**The following meeting has been modified:**

**Subject:** Central Mangement: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Flr Trng Rm W/ RMP Corp's Stephanie Smith & Ryan  
**Stephanie.Smith@RMPCorp.com** Office: (949) 282-0123 ext. 234  
**Organizer:** davidba@ci.garden-grove.ca.us  
**Sent By:** "Svetlana Moure" <smoure@ci.garden-grove.ca.us>

**Time:** Wednesday, October 8, 2014, 9:00:00 AM - 1:00:00 PM GMT -08:00 US/Canada Pacific

**Invitees:** jspargur@ci.garden-grove.ca.us; keithv@ci.garden-grove.ca.us

Risk Management Professionals, Inc.  
 300 Goddard, Suite 200  
 Irvine, California 92618

[www.RMPCorp.com](http://www.RMPCorp.com)  
 Irvine | Houston | Walnut Creek

Stephanie Smith, Project Engineer  
 Stephanie.Smith@RMPCorp.com  
 (949) 282-0123 ext. 234

Meeting: Nuanets PDF

Delete
 No Response Required
 Respond
 Calendar
 Relativity
 Team E-mail
 To Manager
 Done
 Move
 Rules
 OneNote
 Mark Unread
 Categorize
 Follow Up
 Translate
 Related
 Select
 Zoom

Delete    Respond    Calendar    Quick Steps    Move    Tags    Editing    Zoom

Client: [ ]    Matter: [ ]    Author: [ ]    Office: [ ]    Access: Standard    PDF File

As the meeting organizer, you do not need to respond to the meeting

From: smoure@ci.garden-grove.ca.us on behalf of davidba@ci.garden-grove.ca.us      Sent: Mon 10/6/2014 8:52 AM  
 Required: Jeff Spargur; Keith Velotta  
 Optional:  
 Subject: Central Management: 4Hr City EOP Revision Kick-off Mtg w/ @ 3rd Flr Trng Rm W/ RMP Corp's Stephanie Smith & Ryan    Stephanie.Smith@RMPCorp.com    Office: (949) 282-0123

Location:  
 When: Wednesday, October 08, 2014 9:00 AM-1:00 PM

Meeting cannot be found in the Calendar

	03476-0086: School District Claims for JDA Tax Increment / L/D to file an ex parte motion to continue the motion for summary. Groupware Agent
	03476-0086: School District Claims for JDA Tax Increment / L/D to file an ex parte motion to continue the motion for summary. Groupware Agent
8 am	
9:00	

Stephanie.Smith@RMPCorp.com Office: (949) 282-0123 ext. 234  
 Organizer: davidba@ci.garden-grove.ca.us  
 Sent By: "Svetlana Moure" <smoure@ci.garden-grove.ca.us>

Time: Wednesday, October 8, 2014, 9:00:00 AM - 1:00:00 PM GMT -08:00 US/Canada Pacific

Invitees: [jspargur@ci.garden-grove.ca.us](mailto:jspargur@ci.garden-grove.ca.us); [keithv@ci.garden-grove.ca.us](mailto:keithv@ci.garden-grove.ca.us)

Risk Management Professionals, Inc.  
 300 Goddard, Suite 200  
 Irvine, California 92618

[www.RMPCorp.com](http://www.RMPCorp.com)  
 Irvine | Houston | Walnut Creek

Stephanie Smith, Project Engineer  
[Stephanie.Smith@RMPCorp.com](mailto:Stephanie.Smith@RMPCorp.com)  
 Office: (949) 282-0123 ext. 234

Mr. Ryan Bray  
 949-282-0123 xt 238 | 877-532-0806



---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Monday, October 06, 2014 3:15 PM  
**Subject:** Re: Hi ! :) (Seeking Dept MC info)

That could have been my parking from San Antonio trip

David Barlag

On Oct 6, 2014, at 2:52 PM, Svetlana Moure <[smoure@ci.garden-grove.ca.us](mailto:smoure@ci.garden-grove.ca.us)> wrote:

Hi Dave ~

Hope you're having a good day. I already miss you around here! I'm sure Jeff & Nate will handle things as best they can and in everyone's best interest, but it will N-E-V-E-R be the same again.

Lucia's trying to hunt down a \$55 charge on the Master Card for parking at the San Diego Airport on Thurs, Sept 4th. Your calendar doesn't show anything, and I'm not remembering that you were gone that day. It was the same day as your Great Wolf mtg with Dave Bray at City Hall 3rd fl. training rm. Did you go to SD that day?

*~ Svetlana*

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Monday, October 06, 2014 3:43 PM  
**Subject:** Re: Hi ! :) (Seeking Dept MC Info)

I thought I gave it to her. It was lax not sd though

David Barlag

On Oct 6, 2014, at 3:38 PM, Svetlana Moure <[smoure@ci.garden-grove.ca.us](mailto:smoure@ci.garden-grove.ca.us)> wrote:

Thanks. Is there anything that I can give Lucia for that trip - to attached to the statement?

*~ Svetlana*

---

**From:** "David Barlag" <davidba@ci.garden-grove.ca.us>  
**To:** "Svetlana Moure" <[smoure@ci.garden-grove.ca.us](mailto:smoure@ci.garden-grove.ca.us)>  
**Sent:** Monday, October 6, 2014 3:14:43 PM  
**Subject:** Re: Hi ! :) (Seeking Dept MC Info)

That could have been my parking from San Antonio trip

David Barlag

On Oct 6, 2014, at 2:52 PM, Svetlana Moure <[smoure@ci.garden-grove.ca.us](mailto:smoure@ci.garden-grove.ca.us)> wrote:

Hi Dave ~

Hope you're having a good day. I already miss you around here! I'm sure Jeff & Nate will handle things as best they can and in everyone's best interest, but it will N-E-V-E-R be the same again.

Lucia's trying to hunt down a \$55 charge on the Master Card for parking at the San Diego Airport on Thurs, Sept 4th. Your calendar doesn't show anything, and I'm not remembering that you were gone that day. It was the same day as your Great Wolf mtg with Dave Bray at City Hall 3rd fl. training rm. Did you go to SD that day?

*~ Svetlana*

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, October 07, 2014 4:42 PM  
**Subject:** Re: Pkg Came For You

Can you mail it?

David Barlag

On Oct 7, 2014, at 4:38 PM, Svetlana Moure <[smoure@ci.garden-grove.ca.us](mailto:smoure@ci.garden-grove.ca.us)> wrote:

Hi Dave ~ Today you rec'd a framed, signed, playlist from the Royal Machines! Kind-of a cool thing!! Do want to have Judy pick it up one day this week?

~ *Svetlana*

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, October 07, 2014 5:04 PM  
**Subject:** Re: Pkg Came For You

Thanks

David R. Barlag

On Oct 7, 2014, at 4:44 PM, Svetlana Moure <[smoure@ci.garden-grove.ca.us](mailto:smoure@ci.garden-grove.ca.us)> wrote:

Yes. Via UPS coming your way...

~ *Svetlana*

x5613

---

**From:** "David Barlag" <davidba@ci.garden-grove.ca.us>  
**To:** "Svetlana Moure" <[smoure@ci.garden-grove.ca.us](mailto:smoure@ci.garden-grove.ca.us)>  
**Sent:** Tuesday, October 7, 2014 4:42:29 PM  
**Subject:** Re: Pkg Came For You

Can you mail it?

David Barlag

On Oct 7, 2014, at 4:38 PM, Svetlana Moure <[smoure@ci.garden-grove.ca.us](mailto:smoure@ci.garden-grove.ca.us)> wrote:

Hi Dave ~ Today you rec'd a framed, signed, playlist from the Royal Machines! Kind-of a cool thing!! Do want to have Judy pick it up one day this week?

~ *Svetlana*

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Friday, October 10, 2014 9:35 AM  
**Subject:** Re: 2005 Chevy

Blown fuse thanks

David Barlag

On Oct 10, 2014, at 7:51 AM, Tech Support <techsupport@bankspower.com> wrote:

Hello David,

Based on the information you provided it would appear that either the AutoMind programmer has failed or your vehicle's OBD-II port is not providing power. The best way to check this is to simply connect the AutoMind to another vehicle. Do not attempt to program the vehicle, just plug it in to see if it powers up. If it does then it might be something as simple as a blown fuse on your vehicle. If it does not power up then the AutoMind's cable is faulty.

We hope this information proves useful to you. Thank you for your inquiry and the opportunity to respond.

Regards,

Email Response Team  
Technical Support Group  
Gale Banks Engineering  
546 Duggan Avenue  
Azusa, CA 91702  
Phone (626) 969-9600

Visit us on the web: [www.bankspower.com](http://www.bankspower.com)

The information contained in this E-mail may be confidential and/or proprietary to Gale Banks Engineering and/or its affiliates. The information transmitted herewith is intended only for use by the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any review, retransmission, dissemination, distribution, copying or other use of, or taking of any action in reliance upon this information is strictly prohibited. If you have received this communication in error, please contact the sender and delete the material from your computer.

-----Original Message-----

**From:** David Barlag [mailto:davidba@ci.garden-grove.ca.us]  
**Sent:** Sunday, October 05, 2014 4:45 PM  
**To:** Tech Support  
**Subject:** 2005 Chevy

2005 Chevy 6.6l

Have used my automind previously, but it does not power up when it is plugged into ecm port.  
If I plug into computer with cable it powers up.

Any Thoughts?

David R. Barlag

---

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

Spam

Not spam

Forget previous vote

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Saturday, October 11, 2014 6:41 PM  
**Subject:** ICU Nursing interview

Shane,  
Recently my niece interviewed for an ICU RN position,  
Her name is Lindsey Scicluna, she was looking forward to working at GG Medical Center.  
She has been offered a job in Ventura County, but if she can get something closer to home,  
it would make her more comfortable since this is her first real job after college.  
I know she is a great kid and would make a great employee.  
Any help would be appreciated.

--  
**David R. Barlag**  
**City of Garden Grove**

[davidba@garden-grove.org](mailto:davidba@garden-grove.org)

Cell (714) 357-2654





---

**From:** Matt Fertal <mattf@ci.garden-grove.ca.us>  
**Sent:** Monday, October 13, 2014 9:08 AM  
**Subject:** Fwd: 9-1-1 Emergency Ambulance Transportation Services RFP (#OC2014-01)

Dave,

Call me on this when you get a chance.

Thanks

Matt

---

**From:** "Jeff Spargur" <jspargur@ci.garden-grove.ca.us>  
**To:** "Tom Nixon" <tomn@ci.garden-grove.ca.us>  
**Cc:** "Matt Fertal" <mattf@ci.garden-grove.ca.us>  
**Sent:** Monday, October 13, 2014 9:07:38 AM  
**Subject:** Fwd: 9-1-1 Emergency Ambulance Transportation Services RFP (#OC2014-01)

Hi Tom -

The OCEMSA is moving forward with completing the Ambulance RFP process (see below) for the 19 cities with expiring ambulance contracts. In talking with Chief Barlag, the City of Garden Grove is not a part of this process, however, he told me that Omar from WSS is working on a plan for Garden Grove to move forward in securing an ambulance contract. Would you be able to follow-up with Omar to provide us with an update?

Thank you,

Jeff Spargur  
714-552-5844

**From:** "Emergency Medical Services" <oc\_info@ocgov.info>  
**To:** mattf@garden-grove.org  
**Sent:** Friday, October 10, 2014 4:22:48 PM  
**Subject:** 9-1-1 Emergency Ambulance Transportation Services RFP (#OC2014-01)

**Orange County Emergency Medical Services would like to provide a comprehensive update of the 9-1-1 Emergency Ambulance Transportation Services RFP. Questions related to this subject may be directed to Holly Veale at [hveale@ochca.com](mailto:hveale@ochca.com) or 714-834-4418.**

On February 3, 2014, the California Emergency Medical Services Authority (EMSA) notified Orange County Emergency Medical Services (OCEMS) of its requirement to conduct the Request for Proposals (RFP) for 9-1-1 Emergency Ambulance Transportation Services and to provide contract monitoring for services covering 19 cities with expiring contracts, and adjoining unincorporated areas with an effective implementation date of September 1, 2014. Currently, the contracts are administered by the Orange County Fire Authority (OCFA) and have been extended through March 1, 2015.

On April 1, 2014, the initial draft of the RFP was presented to the Orange County Board of Supervisors (BOS) for review and public comment. OCEMS received comments from your board offices, OCFA, cities, providers, and members of the public and revised the draft based on the additional comments. On April 8, 2014, the Health Care Agency requested BOS review of the OCEMS proposed RFP for final consideration and other input from interested parties prior to submission to EMSA for approval.

On April 10, 2014, the final draft of RFP #OC2014-01 was sent by OCEMS to EMSA for expedited review and approval. Shortly thereafter, a joint letter was sent to the EMSA Medical Director, dated April 15, 2014, from the Board Chairman and the Health Care Agency (HCA) requesting an extension to complete the ambulance procurement process by one year through August 31, 2015. The extension would allow the current exclusive operating areas to remain exclusive during the procurement process.

At the request of EMSA, the County Executive Office, County Counsel and HCA met with EMSA Director, and its respective counsel and staff to clarify the April 15, 2014 extension request. During the meeting, EMSA acknowledged that extensions for exclusive operating areas were rare and a one-year extension was unprecedented. However, an extension would be considered if a strong justification from OCEMS was provided. Therefore, an additional extension request to EMSA was sent on May 1, 2014 from the OCEMS Medical Director and Administrator outlining specific criteria and proposed timeline with accomplishment milestones.

On May 1, 2014, EMSA acknowledged the two extension request letters and granted a six month extension with a revised implementation date of March 2, 2015. Shortly thereafter, OCEMS received EMSA approval of RFP #OC2014-01 and the solicitation was released via BidSync on May 19, 2014. A Bidder's Conference was held on June 18, 2014 and no protests related to the RFP specifications were received by the deadline of July 7, 2014, five business days prior to the Proposal Submission Date of July 14, 2014 (RFP, pages 15-16).

Seven firms responded to the RFP with a total of 16 proposals. Those responders and respective bidding areas were outlined in the July 18, 2014 system announcement. All seven firms passed sanction screening, met minimum qualifications and passed the HCA pre-qualification process. HCA is seeking those providers who will deliver the highest quality services. All qualified proposers were required either to be Commission on Accreditation of Ambulance Services (CAAS) accredited or demonstrate certification within 24 months. All proposers represented that they possessed state of the art equipment, defined policies and procedures, and well trained staff. For this reason, the evaluation tool played a critical role in identifying incremental differences between the proposers to provide an objective means to evaluate the proposals.

Separate evaluation panels representing various segments of the EMS system met to review and evaluate the proposals for the responders in each of the five regions. All panelists were screened by HCA for any potential conflicts of interest whether financial or otherwise as defined in California Government Code Sections 87100 and 87103 and as set forth in the County Contract Policy Manual. Only one panelist, the Orange County Emergency Medical Services representative, participated in the evaluation of all five regions. The remainder of the panelists was different for every region, but the composition of the panel was consistent, as follows:

Composition of Evaluation Panels
Orange County Emergency Medical Services
City Representative
Clinical Representative
Fire Department/other county EMS Agency

Representative

---

The evaluation process was completed in accordance with HCA's policies and procedures, and consistent with the County Contract Policy Manual. The results have been reviewed by HCA Contract Services and County Counsel and have been shared with the BOS, EMSA, and the RFP proposers.

The results of the evaluation panels are listed below. As EMSA required, the highest scoring bidder is recommended for award for which the RFP is held. Note that under the RFP the alternate must be the next highest ranked proposal.

Region	Recommended Provider	Recommended Alternate	Cities within Region
A	Emergency Ambulance Service, Inc.	Care Ambulance Services, Inc.	Placentia, Yorba Linda, associated unincorporated areas
B	Care Ambulance Services, Inc.	AmeriCare MedServices, Inc.	Cypress, La Palma, Los Alamitos, Seal Beach, Stanton, associated unincorporated areas
C	Care Ambulance Services, Inc.	Herren Enterprises, Inc. dba Doctor's Ambulance Services	Irvine, Tustin, Villa Park associated unincorporated areas
D	Care Ambulance Services, Inc.	Herren Enterprises, Inc. dba Doctor's Ambulance Services	Laguna Hills, Laguna Niguel, Aliso Viejo, Laguna Woods, Dana Point, associated unincorporated areas
E	Herren Enterprises, Inc. dba Doctor's Ambulance Services	Care Ambulance Services, Inc.	Lake Forest, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, associated unincorporated areas

Yesterday's release of the "Notice of Intent to Award" and "Notice of Non-Selection" letters began the final segment of the competitive process, which includes the protest period and scheduling the RFP for Board consideration and action. The proposers have 5 business days from the issuance of the notices to submit a protest regarding the RFP process and/or the selection of a recommended provider.

County Counsel has determined that the procurement process conforms to the RFP and the applicable provisions of the County Contract Policy Manual. Staff has been in constant contact with EMSA who has indicated that we have complied with the RFP timetable benchmark reporting, as they requested. They will acknowledge this in writing once the notices are released to the proposers. EMSA will validate the process once the BOS has awarded the contracts.

These awards are currently scheduled to be heard by the Board on October 28, 2014.

Again, questions related to this subject may be directed to Holly Veale at 714 834-4418 or [hveale@ochca.com](mailto:hveale@ochca.com).

---

**From:** "Matt Fertal" <[mattf@ci.garden-grove.ca.us](mailto:mattf@ci.garden-grove.ca.us)>  
**To:** "Jeff Spargur" <[jspargur@ci.garden-grove.ca.us](mailto:jspargur@ci.garden-grove.ca.us)>  
**Sent:** Friday, October 10, 2014 8:10:46 PM  
**Subject:** Fwd: 9-1-1 Emergency Ambulance Transportation Services RFP (#OC2014-01)

Jeff,

I don't know if we are involved in this process or not.

Matt

---

**From:** "Emergency Medical Services" <[oc\\_info@ocgov.info](mailto:oc_info@ocgov.info)>  
**To:** [mattf@garden-grove.org](mailto:mattf@garden-grove.org)  
**Sent:** Friday, October 10, 2014 4:22:48 PM  
**Subject:** 9-1-1 Emergency Ambulance Transportation Services RFP (#OC2014-01)

**Orange County Emergency Medical Services would like to provide a comprehensive update of the 9-1-1 Emergency Ambulance Transportation Services RFP. Questions related to this subject may be directed to Holly Veale at [hveale@ochca.com](mailto:hveale@ochca.com) or 714-834-4418.**

On February 3, 2014, the California Emergency Medical Services Authority (EMSA) notified Orange County Emergency Medical Services (OCEMS) of its requirement to conduct the Request for Proposals (RFP) for 9-1-1 Emergency Ambulance Transportation Services and to provide contract monitoring for services covering 19 cities with expiring contracts, and adjoining unincorporated areas with an effective implementation date of September 1, 2014. Currently, the contracts are administered by the Orange County Fire Authority (OCFA) and have been extended through March 1, 2015.

On April 1, 2014, the initial draft of the RFP was presented to the Orange County Board of Supervisors (BOS) for review and public comment. OCEMS received comments from your board offices, OCFA, cities, providers, and members of the public and revised the draft based on the additional comments. On April 8, 2014, the Health Care Agency requested BOS review of the OCEMS proposed RFP for final consideration and other input from interested parties prior to submission to EMSA for approval.

On April 10, 2014, the final draft of RFP #OC2014-01 was sent by OCEMS to EMSA for expedited review and approval. Shortly thereafter, a joint letter was sent to the EMSA Medical Director, dated April 15, 2014, from the Board Chairman and the Health Care Agency (HCA) requesting an extension to complete the ambulance procurement process by one year through August 31, 2015. The extension would allow the current exclusive operating areas to remain exclusive during the procurement process.

At the request of EMSA, the County Executive Office, County Counsel and HCA met with EMSA Director, and its respective counsel and staff to clarify the April 15, 2014 extension request. During the meeting, EMSA acknowledged that extensions for exclusive operating areas were rare and a one-year extension was unprecedented. However, an extension would be considered if a strong justification from OCEMS was provided. Therefore, an additional extension request to EMSA was sent on May 1, 2014 from the OCEMS Medical Director and Administrator outlining specific criteria and proposed timeline with accomplishment milestones.

On May 1, 2014, EMSA acknowledged the two extension request letters and granted a six month extension with a revised implementation date of March 2, 2015. Shortly thereafter, OCEMS received EMSA approval of RFP #OC2014-01 and the solicitation was released via BidSync on May 19, 2014. A Bidder's Conference was held on June 18, 2014 and no protests related to the RFP specifications were received by the deadline of July 7, 2014, five business days prior to the Proposal Submission Date of July 14, 2014 (RFP, pages 15-16).

Seven firms responded to the RFP with a total of 16 proposals. Those responders and respective bidding areas were outlined in the July 18, 2014 system announcement. All seven firms passed sanction screening, met minimum qualifications and passed the HCA pre-qualification process. HCA is seeking those providers who will deliver the highest quality services. All qualified proposers were required either to be Commission on Accreditation of Ambulance Services (CAAS) accredited or demonstrate certification within 24 months. All proposers represented that they possessed state of the art equipment, defined policies and procedures, and well trained staff. For this reason, the evaluation tool played a critical role in identifying incremental differences between the proposers to provide an objective means to evaluate the proposals.

Separate evaluation panels representing various segments of the EMS system met to review and evaluate the proposals for the responders in each of the five regions. All panelists were screened by HCA for any potential conflicts of interest whether financial or otherwise as defined in California Government Code Sections 87100 and 87103 and as set forth in the County Contract Policy Manual. Only one panelist, the Orange County Emergency Medical Services representative, participated in the evaluation of all five regions. The remainder of the panelists was different for every region, but the composition of the panel was consistent, as follows:

Composition of Evaluation Panels
Orange County Emergency Medical Services
City Representative
Clinical Representative
Fire Department/other county EMS Agency Representative

The evaluation process was completed in accordance with HCA's policies and procedures, and consistent with the County

Contract Policy Manual. The results have been reviewed by HCA Contract Services and County Counsel and have been shared with the BOS, EMSA, and the RFP proposers.

The results of the evaluation panels are listed below. As EMSA required, the highest scoring bidder is recommended for award for which the RFP is held. Note that under the RFP the alternate must be the next highest ranked proposal.

Region	Recommended Provider	Recommended Alternate	Cities within Region
A	Emergency Ambulance Service, Inc.	Care Ambulance Services, Inc.	Placentia, Yorba Linda, associated unincorporated areas
B	Care Ambulance Services, Inc.	AmeriCare MedServices, Inc.	Cypress, La Palma, Los Alamitos, Seal Beach, Stanton, associated unincorporated areas
C	Care Ambulance Services, Inc.	Herren Enterprises, Inc. dba Doctor's Ambulance	Irvine, Tustin, Villa Park associated unincorporated

		Services	areas
D	Care Ambulance Services, Inc.	Herren Enterprises, Inc. dba Doctor's Ambulance Services	Laguna Hills, Laguna Niguel, Aliso Viejo, Laguna Woods, Dana Point, associated unincorporated areas
E	Herren Enterprises, Inc. dba Doctor's Ambulance Services	Care Ambulance Services, Inc.	Lake Forest, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, associated unincorporated areas

Yesterday's release of the "Notice of Intent to Award" and "Notice of Non-Selection" letters began the final segment of the competitive process, which includes the protest period and scheduling the RFP for Board consideration and action. The proposers have 5 business days from the issuance of the notices to submit a protest regarding the RFP process and/or the selection of a recommended provider.

County Counsel has determined that the procurement process conforms to the RFP and the applicable provisions of the County Contract Policy Manual. Staff has been in constant contact with EMSA who has indicated that we have complied with the RFP timetable benchmark reporting, as they requested. They will acknowledge this in writing once the notices are released to the proposers. EMSA will validate the process once the BOS has awarded the contracts.

**These awards are currently scheduled to be heard by the Board on October 28, 2014.**

Again, questions related to this subject may be directed to Holly Veale at 714 834-4418 or [hveale@ochca.com](mailto:hveale@ochca.com).

Update your subscriptions, modify your password or e-mail address, or stop subscriptions at any time on the [User Profile Page](#). If you have any questions or problems with the subscription service, visit [subscriberhelp.govdelivery.com](http://subscriberhelp.govdelivery.com) for assistance. Inquiries specific to the County of Orange, California should be directed to [webmaster@ocgov.com](mailto:webmaster@ocgov.com).

This service is provided to you at no charge by the County of Orange, California. Visit us on the web at [www.ocgov.com](http://www.ocgov.com).

This email was sent to [mattf@garden-grove.org](mailto:mattf@garden-grove.org) using GovDelivery, on behalf of: County of Orange, California · 333 West Santa Ana Blvd · Santa Ana, CA 92701 · 855-886-5400



NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

---

**From:** Matt Fertal <mattf@ci.garden-grove.ca.us>  
**Sent:** Monday, October 13, 2014 4:14 PM  
**Subject:** Fwd: retirement

----- Forwarded Message -----

From: "Matt Fertal" <mattf@ci.garden-grove.ca.us>  
To: "Charles Green" <charlesg@ci.garden-grove.ca.us>  
Sent: Monday, October 13, 2014 4:06:22 PM  
Subject: Re: retirement

Chuck,

Thank you for sharing your interest to serve as interim Fire Chief. I agree that you could be helpful in addressing some of the issues that exist between Management and the Labor Group. At the suggestion of the Fire Labor Group, I did have the opportunity to meet with former Fire Chief, Warren Hartley today. The meeting went fairly well and it appears that Warren and I have reached tentative consensus on how to address many of the issues affecting the Fire Department. Both Warren and I will take a couple of days to think over how best to proceed. I'll know more by the end of the week if we are able to move forward with Warren as Interim Chief.

Thanks again for your interest.

Matt

----- Original Message -----

From: "Charles Green" <charlesg@ci.garden-grove.ca.us>  
To: "Matt Fertal" <mattf@ci.garden-grove.ca.us>  
Sent: Monday, October 13, 2014 7:48:20 AM  
Subject: retirement

Matt

It has come to my attention from numerous sources that the only interest you have in me is my retirement. I am interested in the interim Chief position. I know I can fix the issues between Management and Labor. If we can set aside our differences for six months and work to rebuild communication and trust at the Fire Department, we can all win. I'll start the repair process, we will get a new Chief, and I'll retire. Warren is a great choice but it is clear he does not really want to do it. I think on this issue we are both on the same page, we want this behind us and to rebuild.

Chuck

---

**From:** David Bariag <davidba@ci.garden-grove.ca.us>  
**Sent:** Monday, October 13, 2014 5:21 PM  
**Subject:** Reimbursement

Hello Nicole  
Any word on that reimbursement from great west?  
Thanks

David R. Barlag



---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, October 14, 2014 7:20 AM  
**Subject:** Re: Reimbursement

Thanks Nicole,  
Just thought about it, thats all.  
Dave

---

**From:** "Nicole Herrick" <nicoleh@ci.garden-grove.ca.us>  
**To:** "David Barlag" <davidba@ci.garden-grove.ca.us>  
**Sent:** Tuesday, October 14, 2014 6:32:51 AM  
**Subject:** Re: Reimbursement

Hi Dave, I'm still trying to explain to GWRS that I'm an authorized signed.

I'm out of the office all week at a conference, but I promise I'm working on it. I didn't think it would bet his hard. :-/

Sent from my iPhone

> On Oct 13, 2014, at 5:20 PM, David Barlag <davidba@ci.garden-grove.ca.us> wrote:  
>  
> Hello Nicole  
> Any word on that reimbursement from great west?  
> Thanks  
>  
> David R. Barlag

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Wednesday, October 15, 2014 1:43 PM  
**Subject:** Re: PRIORITIES!

Hi Anna I totally forgot about tomorrow afternoon arty have a commitment I have to go to so well to reschedule? I know you guys go partying every Friday or Thursday on Friday off! Tell everyone I said hello!

David Barlag

On Oct 15, 2014, at 1:10 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:

Hey bud!

Yes, you know I'm all about the priorities. We'd talked about taking you out tomorrow night, remember? Can you make it? Let me know, plus let me know where you'd like to go. No, Vegas isn't an option....

Ana Pulido  
Supervisor  
Office of Community Relations  
City of Garden Grove  
(714) 741-5283  
[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)

---

**From:** David Barlag <davidba@ci.garden-grove.ca.us>  
**Sent:** Wednesday, October 15, 2014 2:05 PM  
**Subject:** Re: PRIORITIES!

Drinking alone is only hard the first time after that smooth sailing!

David Barlag

On Oct 15, 2014, at 1:49 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:

Ok Dave. It'll be weird drinking without you tomorrow.....but we'll manage! Be a good boy. I'll look you up soon with some open dates.

Lotsa hugs,

**Ana Pulido**  
Supervisor  
Office of Community Relations  
City of Garden Grove  
(714) 741-5283  
[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)

---

**From:** "David Barlag" <[davidba@ci.garden-grove.ca.us](mailto:davidba@ci.garden-grove.ca.us)>  
**To:** "Ana Pulido" <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)>  
**Sent:** Wednesday, October 15, 2014 1:43:12 PM  
**Subject:** Re: PRIORITIES!

Hi Ana I totally forgot about tomorrow afternoon arty have a commitment I have to go to so well to reschedule? I know you guys go partying every Friday or Thursday on Friday off!

Tell everyone I said hello!

David Barlag

> On Oct 15, 2014, at 1:10 PM, Ana Pulido <[anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)> wrote:

>

> Hey bud!

>

> Yes, you know I'm all about the priorities. We'd talked about taking you out tomorrow night, remember? Can you make it? Let me know, plus let me know where you'd like to go. No, Vegas isn't an option....

>

> Ana Pulido

- > Supervisor
- > Office of Community Relations
- > City of Garden Grove
- > (714) 741-5283
- > [anap@ci.garden-grove.ca.us](mailto:anap@ci.garden-grove.ca.us)
- >

---

**From:** Maria Stipe <marias@ci.garden-grove.ca.us>  
**Sent:** Thursday, October 16, 2014 8:58 AM  
**Subject:** Management Partners Report  
**Attachments:** Garden Grove Fire Department Summary of Interviews.pdf

Dave,

Attached is a copy of the Management Partners report. A copy was provided to the Union President and members of the media who submitted public records requests yesterday afternoon.

Maria



October 14, 2014

**Summary of Interviews and Observations  
Regarding the  
City of Garden Grove Fire Department**

**Background**

Management Partners was engaged to assist the City Manager in identifying the issues that led to the vote of no-confidence in the Fire Chief by the Garden Grove Firefighters' IAFF Local 2005 (union). This report summarizes the interviews conducted by Management Partners' and our observations.

Management Partners did not conduct an investigation or audit of the Fire Department. The engagement was limited to identifying the issues leading to a vote of no-confidence. In a document authored by the union and submitted to the City Manager, the terms "investigation" and "audit" were used in reference to the interviews to be conducted by Management Partners. Additionally, in the Voice of OC articles about the hiring of Jeremy Broadwater, the statement is made that Management Partners is investigating his hiring and performance. This was not part of Management Partners' assignment.

Management Partners conducted a series of 21 confidential interviews (see Attachment A) and reviewed a number of documents (see Attachment B). Each interview included a set of open-ended questions and lasted approximately one hour. Chief officers (Fire Chief, Division Chiefs and Battalion Chiefs) were asked an additional set of questions aimed at delving into more detail about the working relationships between line officers and command staff. Fire personnel who were interviewed were told their comments would be confidential and aggregated with all interviews, and the interviews were not being conducted for the purpose of any disciplinary action. The questions asked in the interviews are listed in Attachment C.

**Executive Summary**

The Garden Grove Fire Department has a long history in California. The department was first established as a single-station volunteer fire department in 1926. Its first roster of full-time firefighters was established in 1955, allowing the department to operate on a 24-hour/7-day per week basis.

The Fiscal Year 2013-14 Adopted Budget shows the Garden Grove Fire Department as having a \$20,014,300 annual operating budget with 95 full-time sworn personnel, 4 full-time non-sworn

personnel, and 10 part-time personnel. The department is organized into six divisions: Fire Administration, Fire Suppression, Paramedics, Fire Prevention, Emergency Services, and Hazardous Materials. The department serves approximately 174,000 residents in Garden Grove, as estimated by the California Department of Finance.

The Fire Chief is a 28-year veteran of the City of Garden Grove Fire Department. Most interviewees were in agreement that he had a reasonable working relationship with the members of the department prior to being promoted to the position of Fire Chief. Following his appointment in November 2012, the Chief was reportedly unable to create an effective management team and the working relationship with employees began to quickly erode. The command staff as a whole has not operated in a cohesive manner and is not an effective management team. This situation has ultimately undermined the Chief's effectiveness.

This lack of a strong management team has been further exacerbated by a long-standing department culture that rarely disciplines its employees. In the words of several interviewees, "we have generally had weak fire chiefs and strong union leadership." The Fire Department's management environment was eroded significantly mid-year in 2013 when the Fire Chief altered a longstanding informal set of hiring practices and made a job offer to a candidate who had not been approved following an interview by an internal battalion chief interview panel. The candidate was Jeremy Broadwater, who is the son of the current Mayor. That job offer appears to have set into motion a host of actions by line personnel that range from claims of safety concerns about Firefighter Broadwater to accusing management staff of employing complex staffing schemes aimed at protecting him from non-compatible coworkers and ensuring that he passes probation. Interviewees stated that union leaders have been meeting with City Council members and Council candidates to share their view that the current Fire Chief should be replaced.

#### *Key Issues from Interviews*

1. The Fire Chief is perceived by most interviewees from the Fire Department as neither demonstrating a strong command presence nor developing strategies to improve the professional performance and accountability of the organization. Many Fire Department interviewees stated the Fire Chief and his command staff have failed to provide a vision for the organization and do not effectively advocate for the department.
2. Most Fire Department interviewees stated that the department rarely exercises discipline.
3. Nearly all Fire Department interviewees said they did not believe the Chief could repair the relationship with employees within the department. The theme of "poor morale" was consistently cited, with poor morale perceived as emanating from the Chief's actions, statements, and lack of leadership.
4. The union representatives and firefighters who were interviewed stated they view the Fire Chief's actions with regards to hiring Firefighter Broadwater as unethical and in



violation of the Fire Department's longstanding informal hiring practices. They said changes were made by the Chief in pre-hire screening practices regarding skills assessment scoring and the Battalion Chiefs' oral interview process. After making these changes they said Broadwater was then deemed qualified to be hired as a new recruit. Many cited the hiring of Jeremy Broadwater by the Fire Chief as the "final straw" that pushed the union to issue a vote of no-confidence, but it was not the only source of the employees' concerns about the Chief.

5. Several Fire Department interviewees stated they thought Firefighter Broadwater was being subjected to hazing and more detailed performance reviews than other probationary firefighters.
6. Several interviewees cited the lengths to which the Chief is going to make sure Firefighter Broadwater passes probation as special treatment.

#### *Management Partners' Observations*

1. The Chief is not exercising appropriate managerial control. Some chief officers cited the refusal of captains to teach at the fire academy that involved firefighter Broadwater. If they were given a direct order to train and refused, they should be subject to discipline. Another example reported to Management Partners was a firefighter who on more than one occasion failed to come to work, saying he forgot his work schedule, but he received no discipline. Later, that particular firefighter was given the opportunity to take the test for an engineer's exam (which in his absence he had missed) and was then promoted.
2. The lack of disciplinary action suggests an internal culture problem. A city department of any size will have individuals who are not performing as they should or are behaving in inappropriate ways. When that occurs, discipline is essential. Without discipline, teamwork is damaged, morale is affected, time is wasted by individuals who talk about the problems, a poor example is set for the remaining employees, and the city can incur liability. Allowing poor performance or bad behavior to continue sets a low standard for the organization.
3. Changing the pre-hire screening practices when the Mayor's son was the person being evaluated, gives the appearance of favoritism. If the hiring process was in need of modification, a better approach would have been for there to be a formal process of making the change, clarity about why the change was needed, and then a decision about what group of candidates would be subject to the changed process. None of that occurred in this case. Management Partners was told that the Fire Chief consulted with the Human Resources Department in advance of making these process changes and was advised the pre-hire screening practices were not required as they were then constituted and therefore could be changed by the Chief.





4. The allegations that Firefighter Broadwater is being subjected to greater scrutiny than other probationary firefighters should be investigated separately. Some individuals told Management Partners that Jeremy Broadwater was subjected to hazing and more detailed written performance evaluations than other probationary firefighters. He should be expected to meet the same high standards of the department and City of Garden Grove as other probationary firefighters.
5. Unusual measures have been instituted by the Fire Chief to ensure that Firefighter Broadwater gets a fair performance evaluation while on probation and these measures have created problems. As reported by several of the interviewees and verified by Management Partners, the measures involve the Chief bumping a Division Chief down to Battalion Chief, delaying the effective date of a promotion of a Captain to Battalion Chief, and moving a Captain in the Fire Prevention Bureau out to a fire station, all in the interest of providing an impartial environment in which Firefighter Broadwater could be evaluated. These changes promoted an assumption among Fire Department interviewees that the promotion of a Captain to Battalion Chief was based on his willingness to ensure Firefighter Broadwater passes his probationary period. By making changes to key staff positions to focus on one employee's success, the Chief's credibility is impaired with regard to treating all probationary employees equally.
6. There appears to be a widely held impression that the union has a role in managing the department. While this impression is not particularly unusual in a fire department, it shows a lack of strong leadership, lack of a cohesive command team at the top, and lack of the type of communications that would engage the union when appropriate. This perception of the union having such a strong role most likely did not originate with the current Chief. It is likely a result of past management approaches evolving in the department for many years.

### **Interview Comments by Topic**

The following sections contain summaries of the key comments made by interviewees. The statements provided are not verbatim but are summaries of what was stated in interviews conducted by Management Partners. Union members who were interviewed reiterated what was stated in a memorandum submitted to the City Manager on July 1, 2014. It is reported that these issues have persisted for over two years (since the current Fire Chief was promoted into the position).

#### ***The Hiring of Probationary Firefighter Broadwater***

1. The Fire Chief reportedly intervened with the hiring process and overturned the Battalion Chief interview panel's recommendation to not hire the Mayor's son Jeremy Broadwater.



2. Many cited this action by the Fire Chief as the "final straw" that pushed the union to issue a vote of no-confidence, but it was not the only source of the employees' concerns about the Chief.
3. The union leadership and many firefighters viewed the Fire Chief's actions with regard to hiring Firefighter Broadwater as unethical and inconsistent with longstanding departmental practices. Many interviewees cited this action as an indication of the Chief's willingness to consider only his own personal interests rather than the overall needs of the Fire Department.
4. It was reported by union members that when asked why he hired Broadwater, the Chief replied, "Everyone has a boss." These types of statements have further upset union membership and contributed to the overall sense of disillusionment with the Chief's performance.
5. To demonstrate their lack of support for the decision to hire Broadwater, fire captains in the Fire Suppression Division refused to teach at the fire academy that Broadwater attended. This action subsequently required a Chief Officer to conduct the academy instead.
6. Some interviewees stated that Broadwater has faced harassment and hazing during his probationary period as well as a higher level of scrutiny in the evaluation process than other probationary firefighters. Some interviewees stated that Broadwater has performed poorly during training, has a criminal record, and is unfit overall as a firefighter.

#### *The Chief's Leadership*

1. Union members believe the Fire Chief and his command staff have failed to provide a vision for the organization and do not effectively advocate for the department. The Chief is reported to have told the department that the future held the status quo.
2. Most Fire personnel who were interviewed said they view the Fire Chief as overly passive and primarily concerned about his personal gains, not the needs of the department.
3. One interviewee reported that the Chief has been slow to respond to employee grievances, while others reported the Chief complains the department is too weak on discipline yet does not hold employees accountable.
4. Firefighters who were interviewed expressed concerns that when first promoted the Chief inappropriately used meeting time to discuss his personal finances and divorce, rather than the direction the Fire Department is heading in the future.



5. Interviewees who are not in favor of the Fire Chief's dismissal stated he could be a better communicator and that his lack of communication skills could be a cause of his current problems within the Fire Department.
6. Some interviewees said the Fire Department has a history of "weak fire chiefs and strong union leadership."
7. One interviewee remarked that the current Fire Chief is the first Fire Chief to regularly put in a full work week over the past decade.

***Department Culture***

1. Interviewees commented that the Fire Department rarely imposes disciplinary procedures on its members. Instead of taking disciplinary action to address inappropriate behavior, firefighters are moved from one station to another.
2. Union members cited mistrust and low staff morale, and attributed most of that to the Fire Chief's actions in changing the testing process to hire Jeremy Broadwater and to a lack of leadership for the department.
3. Chief officers and line staff who were interviewed said that mistrust is pervasive among the command staff, that they do not show effective managerial leadership, and that some chief officers continue to undermine the Chief's efforts to be successful in his position.



**Attachment A – List of Individuals Interviewed**

1. City Manager Matt Fertal
2. Deputy City Manager Maria Stipe
3. Human Resources Director Laura Stover
4. Fire Chief Dave Barlag
5. Division Chief Jeff Spargur
6. Division Chief Nate Brady
7. Battalion Chief Chuck Green
8. Battalion Chief T.J. McGovern
9. Senior Fire Protection Specialist Sabrina Soltis
10. Senior Fire Protection Specialist Don Nguyen
11. Fire Department Secretary Svetlana Moure
12. Fire Captain Jeff Hanna
13. Fire Captain Bill Strohm
14. Fire Captain Jeff Wilkins
15. Fire Captain Keith Velotta
16. Fire Captain Paul Whittaker
17. Firefighter's Union President, Captain Scott Kuhlman
18. Fire Engineer Tim Crawford
19. Fire Engineer Scott Scherer
20. Firefighter Mark Mickelson
21. Firefighter Eric Norrdin



**Attachment B – List of Documents Reviewed**

- Garden Grove Fire Department Organization Chart
- Authorized Position List – 07/18/14
- Memorandum to Scott Kuhlman, President of Garden Grove Fire Fighters Local 2005 from Matthew Fertal, Garden Grove City Manager (*dated July 7, 2014*)
- Memorandum to Chief Barlag from Garden Grove Fire Fighters Local 2005 regarding the Chief no longer being considered a member (associate) in good standing(*no date provided*)
- Memorandum to Council Members from Garden Grove Fire Fighters Local 2005 announcing the vote of no-confidence in the Fire Chief (*no date provided*)
- Memorandum to Council Members from Garden Grove Fire Fighters Local 2005 regarding the study to be performed by Management Partners (*dated August 4, 2014*)
- Memorandum to Council Members from Garden Grove Fire Fighters Local 2005 regarding the Fire Chief's performance (*no date provided*)



### Attachment C – List of Interview Questions

1. Please state your name, current position, number of years in that rank and number of years in the GGFD.
2. Describe the issues that led up to the vote of no confidence.
3. Is there a reason that the vote happened at this time, versus a few months ago or deciding to have the vote occur at some point in the future?
4. What obstacles exist that are preventing the development of a positive relationship between the Fire Chief and Company Officers (and other line staff)?
5. What activities or changes do you believe could be implemented to improve the relationship?
6. What resources or measures will be needed to make these improvements happen?
7. What could get in the way of improving the relationship?
8. Is there anything else you'd like to add in order to increase our understanding of the issues surrounding the vote of no confidence?

#### *Supplemental Interview Questions for Chief Officers*

1. Of the concerns and issues cited by the union membership (in the letter to the City Manager), which appear to have the most validity? Please give detailed specifics:
2. Which of these concerns and issues are not invalid? How so? ( please be specific )
3. What methods do you currently utilize to communicate to employees directly? What indirect means do you employ?
4. What role do the Shift Battalion Chiefs fill regarding dissemination of information to their staff? (Do they hold regularly scheduled Officer's Meetings?)
5. Describe the relationships between the BCs and the Captains, compared to their relationships with the Fire Chief and Division Chiefs.
6. Are the administrative assignments (in Training and Fire Prevention) currently held by Captains, being managed effectively? Provide specifics.
7. Are there any other underlying issues that I should be aware of, that will aid in our understanding of the issues that led to the vote of no confidence?

