

Request # 1958

Mayor Bao Nguyen's
Emails

Feb. 26, 2016

To

Feb. 29, 2016

Recall: L-Rate Study Input - email sent on behalf of Rob Hunter

Subject: Recall: L-Rate Study Input - email sent on behalf of Rob Hunter
From: Bryce Roberto <BRoberto@mwdoc.com>
Date: Fri, 26 Feb 2016 00:58:03 +0000
To: "baon@garden-grove.org" <baon@garden-grove.org>
CC: "sstiles@ci.garden-grove.ca.us" <sstiles@ci.garden-grove.ca.us>

Bryce Roberto would like to recall the message, "L-Rate Study Input - email sent on behalf of Rob Hunter".

Subject: L-Rate Study Input - email sent on behalf of Rob Hunter
From: Bryce Roberto <BRoberto@mwdoc.com>
Date: Fri, 26 Feb 2016 00:58:06 +0000
To: "'baon@garden-grove.org'" <baon@garden-grove.org>
CC: "'sstiles@ci.garden-grove.ca.us'" <sstiles@ci.garden-grove.ca.us>

RE: MWDOC Board of Directors Request for Input
Ongoing Rate Study

Dear Mayor Nguyen:

The Board of Directors of the Municipal Water District of Orange County (MWDOC) has directed me to contact the governing bodies of all our Member Agencies and request your input on the water rate study we are currently conducting. MWDOC's rate structure for our operating budget is currently defined by the Settlement Agreement, which will expire in June 2016. Therefore, MWDOC has initiated the legally required rate study for use in Fiscal Year 2016-2017. MWDOC has contracted with the nationally recognized firm Raftelis Financial Consultants for the technical aspects of the rate study, and the legal review will be performed by Best Best & Krieger. The MWDOC Board has established two primary principles for the rate design: legal and equitable. Obviously, the rate structure must be legal, but the Board also believes that the structure must be equitable to the Member Agencies and general public. It is in this regard we are seeking your input.

MWDOC's rate structure has varied considerably over the past 65 years. Originally tax-based, the rates were a combination of variable and fixed charges for many years. The variable component was a fee based on the volume of water each Member Agency purchased. The fixed component was based on the number of retail meters in each agency's service area. The Settlement Agreement implemented the migration to a 100% fixed rate structure, which was completed for this fiscal year. These rates for MWDOC's core operating budget are in addition to the Choice programs to which Member Agencies may voluntarily subscribe and the actual cost of the water from the Metropolitan Water District of Southern California. This rate study is being conducted to provide a legal basis for our rates. It is not being conducted to implement any specific change in the rate structure.

There are two primary areas for which we are seeking your input. The first is an equity consideration. MWDOC's rate structure is subject to the requirements of Prop 26. As a wholesale provider, we are not subject to Prop 218 requirements. A consequence of the Settlement Agreement rate structure is that Orange County Water District (OCWD) does not pay any fees. As a regional groundwater agency, they have no retail meters. We are currently reviewing the legal issues under Prop 26 that this may trigger and, obviously, the legal decision will dictate our actions. However, the MWDOC Board would like your opinion on the equity of this situation. OCWD clearly receives benefits from MWDOC's actions, but is not directly paying any fees. It can be argued that those benefits accrue to only the groundwater basin agencies and that OCWD should pay a fee. It can also be argued that those benefits accrue to the entire MWDOC service area and that OCWD should not pay a fee. The water is further muddied by the fact that Santa Ana, Fullerton, and Anaheim are OCWD member agencies but not MWDOC member agencies. Therefore the first question is whether your agency feels it is equitable that OCWD is not assessed a fee. If that condition is legal, and our member agencies support that arrangement, then it does not have to become an issue.

The second area has to do with the actual structure of the rates. There was enough interest in this several years ago that the Settlement Agreement required the migration from a combined variable and fixed structure to a 100% fixed. The MWDOC Board is interested in knowing if there are any opinions on this issue. In addition, there is a question as to what is the appropriate metric for allocating the fee. While variable rates are based on the volume of water purchased, fixed rates can be based on several metrics. None of these metrics are perfectly equitable. We are currently using the metric of number of retail meters in a member agencies service area. This tends to under-bill agencies with higher proportions of customers on master meters (i.e., multi-family units, HOAs, commercial properties) or a large commuter influx. Other alternative metrics include factoring in water meter size, previous year's water volume, or population. The rate study is evaluating different metrics, and we welcome your input.

While we would like to receive your input as soon as possible, this subject requires careful consideration by your member agency. However, we would like to hear back from you before the end of March. I am available

to come and provide additional information and discuss these issues with you at your convenience.

Thank you for your timely attention.

Sincerely

Robert J. Hunter
General Manager

Subject: Re: INVITE: Orange State of the City, Th 3/24 @11:30
From: Bao Nguyen <baon@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 08:41:54 -0800 (PST)
To: Pam Haddad <pamha@ci.garden-grove.ca.us>

Yes.

On Feb 24, 2016, at 4:33 PM, Pam Haddad <pamha@ci.garden-grove.ca.us> wrote:

State of the City luncheon
@Sandhu Conf Center
571 N Grand
Orange

\$65 each ~ Interested?

Pamela Haddad
Council Liaison
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
714.741.5104 office
714.741.5044 fax

Re: FYI: Re-Dedication Ceremony, T 3/22, 5-6pm (before the CC mtg)

Subject: Re: FYI: Re-Dedication Ceremony, T 3/22, 5-6pm (before the CC mtg)
From: Bao Nguyen <baon@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 08:42:17 -0800 (PST)
To: Pam Haddad <pamha@ci.garden-grove.ca.us>

Thanks.

On Feb 24, 2016, at 4:28 PM, Pam Haddad <pamha@ci.garden-grove.ca.us> wrote:

Re-Dedication Ceremony for 40th Anniv of CMC & Senior Center
@CMC (YAY!!!)

I will calendar it.

Pamela Haddad
Council Liaison
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
714.741.5104 office
714.741.5044 fax

Subject: Fwd: PRESS RELEASE: ACC-OC CEO Transition

From: Pam Haddad <pamha@ci.garden-grove.ca.us>

Date: Fri, 26 Feb 2016 08:44:08 -0800 (PST)

To: Bao Nguyen <baon@ci.garden-grove.ca.us>, "Phan, Christopher" <chrisphan1@hotmail.com>, phat <phat@phatbui.com>, Beard Kris <beard4gg@gmail.com>, Steve Jones <jones4gg@gmail.com>

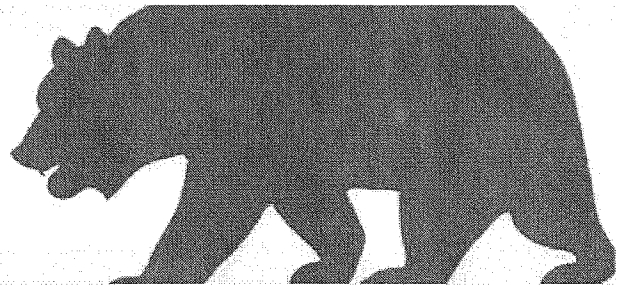
From: "ACC-OC" <lacykelly@accoc.org>

To: pamha@ci.garden-grove.ca.us

Sent: Friday, February 26, 2016 8:42:03 AM

Subject: PRESS RELEASE: ACC-OC CEO Transition

ASSOCIATION OF CALIFORNIA CITIES
ORANGE COUNTY



February 26, 2016 (Orange, Calif.) - The Association of California Cities - Orange County (ACC-OC) Board of Directors announced earlier this month the hiring of Heather Stratman as their next Chief Executive Officer. She was selected unanimously by the Board to become just the second CEO in the organization's history.



She succeeds the ACC-OC's founding CEO Lacy Schoen, who announced her retirement from the organization late last year.

"Since Lacy's announcement, the Board and I have spent several months developing a succession plan to ensure the future of this organization remains steadfast," said Al Murray, President of the ACC-OC Board and Tustin Councilman. "We knew exactly the type of leader the organization needed to continue to grow and thrive. Heather is the perfect individual and we are tremendously excited for her leadership."

Heather comes to the ACC-OC after nearly 20 years of local government and legislative advocacy, private-sector management and policy development. Most recently, Heather was CEO of Principle Strategic Advisors, a local government advocacy firm. She's held executive and management roles for the Orange County Water District, League of California Cities and one of California's leading advocacy firms where she represented over 50 municipalities throughout California.

"I am very enthusiastic about this opportunity," said Stratman. "I know that my experience in representing the interests of both Cities and local government organizations as well as my years of working closely with elected officials in a bi-partisan manner, will serve the organization well."

As a committed servant leader, Heather seeks to focus on the core issues confronting Orange County.

"Pension reform, homelessness, sober living facilities, economic development, housing, workforce development, water and the mentoring of the next generation of public employees are just a few issues that I believe will continue to elevate the County in prominence," continued Stratman.

During her near 20-year career, Stratman has earned the respect and trust of city leaders across the State. The ACC-OC Board is eager to tap into this reservoir of goodwill to expand the organization's impact.

"Heather has tremendous trust and credibility with both sides of the aisle in Sacramento, city management and city electeds. That's rare and it's what has led to her success," said Fullerton Mayor Jennifer Fitzgerald, the ACC-OC's Vice President. "Throughout her career, she's secured hundreds of millions of dollars for cities, passed critical pension reform legislation, and managed a multi-million dollar private-sector business. She's the whole package."

Heather holds her Bachelor's degree from the University of Nevada, Reno and her Master's in Public Administration from California State University, Long Beach.

MEDIA CONTACT

Steve Greyshock
(714) 330-0321
steve@grey-comm.com

Association of California Cities, Orange County,
500 S. Main Street Suite 410, Orange, CA 92868

[SafeUnsubscribe™ pamha@ci.garden-grove.ca.us](mailto:pamha@ci.garden-grove.ca.us)

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Sent by lacykelly@accoc.org in collaboration with

Constant Contact 

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[Spam](#)

[Not spam](#)

[Forget previous vote](#)

Subject: Re: OCDA Press Release New - Media Advisory - Allegations of Brown Act Violations
From: Bao Nguyen <baon@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 08:47:18 -0800 (PST)
To: city news <cnsoc@sbcglobal.net>

Hi,

I understand we will have it on the agenda at our next council meeting. I will speak about it then.
Thanks.

Bao Nguyen

On Feb 24, 2016, at 3:41 PM, city news <cnsoc@sbcglobal.net> wrote:

Hello Mayor,
Will you or someone else from the city want to comment on this letter from the DA's office?

Thank you,

Paul Anderson
City News Service
(714) 834-5794

On Wednesday, February 24, 2016 3:15 PM, "TonyRackauckas@orangecountyda.org" <TonyRackauckas@orangecountyda.org> wrote:

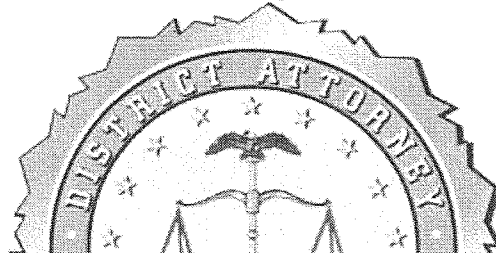
To ensure the delivery of **Orange County District Attorney's Office Newsletter e-mails** to your inbox, please take a moment to add TonyRackauckas@orangecountyda.org to your e-mail Address Book or Safe List.

<http://orangecountyda.org/civica/press/display.asp?layout=1&Entry=4696>

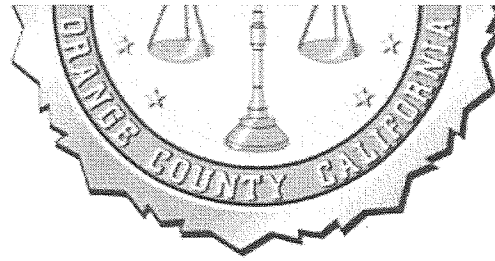
ORANGE COUNTY DISTRICT ATTORNEY

PRESS RELEASE

TONY RACKAUCKAS, District Attorney



Susan Kang Schroeder,
Chief of Staff
Office: 714-347-8408
Cell: 714-292-2718



Roxi Fyad,
Spokesperson
Office: 714-347-8405
Cell: 714-323-4486

FOR IMMEDIATE RELEASE

Subject : Media Advisory - Allegations of Brown Act Violations

Date: February 24, 2016

MEDIA ADVISORY

WHO: Orange County District Attorney (OCDA) Tony Rackauckas

WHAT: Published a letter containing the investigation findings and legal conclusions regarding! Ralph M. Brown Act violations by the City Council for the City of Garden Grove. The full letter, "OCDA Report - Allegations of Brown Act Violations," is available at www.orangecountyda.org by selecting Reports under the Reports pull-down menu.

WHEN: Today, Feb. 24, 2016

###

Subscribe/Unsubscribe - Forward To A Friend

Subject: Re: Orange Crescent School Gala Dinner
From: Bao Nguyen <baon@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 08:49:44 -0800 (PST)
To: Sabiha Quidwai <squidwai@isocmasjid.com>

Hi Sabiha,

Thanks for the kind invitation. Regrets I can't make it due to a schedule conflict with a prior commitment. Please think of me again on the future.

Thanks,
Bao

On Feb 24, 2016, at 9:52 AM, Sabiha Quidwai <squidwai@isocmasjid.com> wrote:

Greetings!

Orange Crescent School cordially extends a complimentary invitation to you to join the Annual Gala Dinner on:

Saturday, March 12, 2016
Wyndham Hotel
Garden Grove

5 pm

RSVP to this email.

You are welcome to bring a guest.

Regards,
Sabiha Quidwai
Executive Assistant / Special Events Coordinator, ISOC
Tel: (714) 531 1722 xtn 8
www.isocmasjid.org

<image.png>

Subject: Re: Parking information--Holocaust Art & Writing Contest on Friday, 3/4
From: Bao Nguyen <baon@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 08:51:37 -0800 (PST)
To: Pam Haddad <pamha@ci.garden-grove.ca.us>

Hi Pam,

I can't open the attachments. Please print them for me to pick up next Thursday. Have a great weekend!

Bao

On Feb 23, 2016, at 11:15 AM, Pam Haddad <pamha@ci.garden-grove.ca.us> wrote:

Their both pdf files, maybe that's why you couldn't open them. If you need me to print them, I will. Just let me know. Thanks.

~ Pam

From: "Pam Haddad" <pamha@ci.garden-grove.ca.us>
To: "Bao Nguyen" <baon@ci.garden-grove.ca.us>
Sent: Tuesday, February 23, 2016 8:21:20 AM
Subject: Fwd: Parking information--Holocaust Art & Writing Contest on Friday, 3/4

Mayor,

I also copied the info below into your calendar. But the parking permit is attached as well as a map.

Thanks.

~ Pam

From: "Ashley Bloomfield" <ambloom@chapman.edu>
To: "Ashley Bloomfield" <ambloom@chapman.edu>
Sent: Monday, February 22, 2016 3:01:08 PM
Subject: Parking information--Holocaust Art & Writing Contest on Friday, March 4

Greetings, distinguished guests.

We are delighted that you will be able to join us for the 17th Annual Holocaust Art & Writing Contest Awards Ceremony at Chapman University on Friday, March 4.

For your convenience I am attaching an electronic visitor parking permit which you must print and place directly on your dashboard. We kindly request that you park in the Lastinger underground structure (LA on the attached campus map) located off Glassell and Walnut Ave. If the Lastinger structure is full, alternative parking is available in the Barrera structure located behind the Law School off Glassell and Sycamore.

VIP registration and check-in begins at 10:30 a.m. In the Memorial Hall lobby (building #30 on the attached campus map). We will have greeters stationed in the lobby area to welcome you to the ceremony and escort you to the reserved seating section in front. Our program begins promptly at 11 a.m. and will be followed by an informal reception on the Bert Williams Mall which should conclude around 2:00 p.m.

Please feel free to contact me directly if you have any additional questions or concerns.

We look forward to welcoming you to our campus next week for what should be a truly memorable occasion.

Regards,
Ashley

Ashley Bloomfield

Senior Program Assistant
Rodgers Center for Holocaust Education
Chapman University
One University Drive
Orange, CA 92866

Phone: (714) 532-7760
www.chapman.edu/holocausteducation

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

<Visitor Parking Permit (March 4, 2016).pdf>

<Campus Map (Spring 2016).pdf>

Subject: Fwd: L-Rate Study Input - email sent on behalf of Rob Hunter
From: Bao Nguyen <baon@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 08:55:48 -0800 (PST)
To: Scott Stiles <sstiles@ci.garden-grove.ca.us>

Hi, Scott,

Will staff be providing recommendations or input for this?

Bao

Begin forwarded message:

From: Bryce Roberto <BRoberto@mwdoc.com>
Date: February 25, 2016 at 3:02:05 PM PST
To: "'baon@garden-grove.org'" <baon@garden-grove.org>
Cc: "'sstiles@ci.garden-grove.ca.us'" <sstiles@ci.garden-grove.ca.us>
Subject: L-Rate Study Input - email sent on behalf of Rob Hunter

RE: MWDOC Board of Directors Request for Input
Ongoing Rate Study

Dear Mayor Nguyen:

The Board of Directors of the Municipal Water District of Orange County (MWDOC) has directed me to contact the governing bodies of all our Member Agencies and request your input on the water rate study we are currently conducting. MWDOC's rate structure for our operating budget is currently defined by the Settlement Agreement, which will expire in June 2016. Therefore, MWDOC has initiated the legally required rate study for use in Fiscal Year 2016-2017. MWDOC has contracted with the nationally recognized firm Raftelis Financial Consultants for the technical aspects of the rate study, and the legal review will be performed by Best Best & Krieger. The MWDOC Board has established two primary principles for the rate design: legal and equitable. Obviously, the rate structure must be legal, but the Board also believes that the structure must be equitable to the Member Agencies and general public. It is in this regard we are seeking your input.

MWDOC's rate structure has varied considerably over the past 65 years. Originally tax-based, the rates were a combination of variable and fixed charges for many years. The variable component was a fee based on the volume of water each Member Agency purchased. The fixed component was based on the number of retail meters in each agency's service area. The Settlement Agreement implemented the migration to a 100% fixed rate structure, which was completed for this fiscal year. These rates for MWDOC's core operating budget are in addition to the Choice programs to which Member Agencies may voluntarily subscribe and the actual cost of the water from the Metropolitan Water District of Southern California. This rate study is being conducted to provide a legal basis for our rates. It is not being conducted to implement any specific change in the rate structure.

There are two primary areas for which we are seeking your input. The first is an equity consideration. MWDOC's rate structure is subject to the requirements of Prop 26. As a wholesale provider, we are not subject to Prop 218 requirements. A consequence of the Settlement Agreement rate structure is that Orange County Water District (OCWD) does not pay any fees. As a regional groundwater agency, they have no retail meters. We are currently reviewing the legal issues under Prop 26 that this may trigger and, obviously, the legal decision will dictate our actions. However, the MWDOC Board would like your opinion on the equity of this situation. OCWD clearly receives benefits from MWDOC's actions, but is not directly paying any fees. It can be argued that those benefits accrue to only the groundwater basin agencies and that OCWD should pay a fee. It can also be argued that those benefits accrue to the entire MWDOC service area and that OCWD should not pay a fee. The water is further muddied by the fact that Santa Ana, Fullerton, and Anaheim are OCWD member agencies but not MWDOC member agencies. Therefore the first question is whether your agency feels it is equitable that OCWD is not assessed a fee. If that condition is legal, and our member agencies support that arrangement, then it does not have to become an issue.

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ago that the Settlement Agreement required the migration from a combined variable and fixed structure to a 100% fixed. The MWDOC Board is interested in knowing if there are any opinions on this issue. In addition, there is a question as to what is the appropriate metric for allocating the fee. While variable rates are based on the volume of water purchased, fixed rates can be based on several metrics. None of these metrics are perfectly equitable. We are currently using the metric of number of retail meters in a member agencies service area. This tends to under-bill agencies with higher proportions of customers on master meters (i.e., multi-family units, HOAs, commercial properties) or a large commuter influx. Other alternative metrics include factoring in water meter size, previous year's water volume, or population. The rate study is evaluating different metrics, and we welcome your input.

While we would like to receive your input as soon as possible, this subject requires careful consideration by your member agency. However, we would like to hear back from you before the end of March. I am available to come and provide additional information and discuss these issues with you at your convenience.

Thank you for your timely attention.

Sincerely

Robert J. Hunter
General Manager

L-Rate Study Input - 160225 (002).docx	Content-Type: application/vnd.openxmlformats-officedocument.wordprocessingml.document Content-Encoding: base64
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—Part 1.1.3—

Part 1.1.3	Content-Type: text/html Content-Encoding: 7bit
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February 25, 2016

[Member Agency Representative Name & Address]

RE: MWDOC Board of Directors Request for Input
Ongoing Rate Study

Dear [Insert Title & Last Name]:

The Board of Directors of the Municipal Water District of Orange County (MWDOC) has directed me to contact the governing bodies of all our Member Agencies and request your input on the water rate study we are currently conducting. MWDOC's rate structure for our operating budget is currently defined by the Settlement Agreement, which will expire in June 2016. Therefore, MWDOC has initiated the legally required rate study for use in Fiscal Year 2016-2017. MWDOC has contracted with the nationally recognized firm Raftelis Financial Consultants for the technical aspects of the rate study, and the legal review will be performed by Best Best & Krieger. The MWDOC Board has established two primary principles for the rate design: legal and equitable. Obviously, the rate structure must be legal, but the Board also believes that the structure must be equitable to the Member Agencies and general public. It is in this regard we are seeking your input.

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Thank you for your timely attention.

Sincerely

Robert J. Hunter
General Manager

cc: MA General Manager
MWDOC Board of Directors

Subject: Re: Parking information--Holocaust Art & Writing Contest on Friday, 3/4
From: Pam Haddad <pamha@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 08:56:00 -0800 (PST)
To: Bao Nguyen <baon@ci.garden-grove.ca.us>

Done. Enjoy your weekend, as well!
~ Pam

From: "Bao Nguyen" <baon@ci.garden-grove.ca.us>
To: "Pam Haddad" <pamha@ci.garden-grove.ca.us>
Sent: Friday, February 26, 2016 8:51:37 AM
Subject: Re: Parking information--Holocaust Art & Writing Contest on Friday, 3/4

Hi Pam,

I can't open the attachments. Please print them for me to pick up next Thursday. Have a great weekend!

Bao

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~ Pam

From: "Pam Haddad" <pamha@ci.garden-grove.ca.us>
To: "Bao Nguyen" <baon@ci.garden-grove.ca.us>
Sent: Tuesday, February 23, 2016 8:21:20 AM
Subject: Fwd: Parking information--Holocaust Art & Writing Contest on Friday, 3/4

Mayor,
I also copied the info below into your calendar. But the parking permit is attached as well as a map. Thanks.
~ Pam

From: "Ashley Bloomfield" <ambloom@chapman.edu>
To: "Ashley Bloomfield" <ambloom@chapman.edu>
Sent: Monday, February 22, 2016 3:01:08 PM
Subject: Parking information--Holocaust Art & Writing Contest on Friday, March 4

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Contest Awards Ceremony at Chapman University on Friday, March 4.

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Please feel free to contact me directly if you have any additional questions or concerns.

We look forward to welcoming you to our campus next week for what should be a truly memorable occasion.

Regards,
Ashley

Ashley Bloomfield

Senior Program Assistant
Rodgers Center for Holocaust Education
Chapman University
One University Drive
Orange, CA 92866

Phone: (714) 532-7760
www.chapman.edu/holocausteducation

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

<Visitor Parking Permit (March 4, 2016).pdf>

<Campus Map (Spring 2016).pdf>

Subject: Re: Parking information--Holocaust Art & Writing Contest on Friday, 3/4
From: Bao Nguyen <baon@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 08:59:36 -0800 (PST)
To: Pam Haddad <pamha@ci.garden-grove.ca.us>

Thanks!

On Feb 26, 2016, at 8:56 AM, Pam Haddad <pamha@ci.garden-grove.ca.us> wrote:

Done. Enjoy your weekend, as well!
~ Pam

From: "Bao Nguyen" <baon@ci.garden-grove.ca.us>
To: "Pam Haddad" <pamha@ci.garden-grove.ca.us>
Sent: Friday, February 26, 2016 8:51:37 AM
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I can't open the attachments. Please print them for me to pick up next Thursday. Have a great weekend!

Bao

On Feb 23, 2016, at 11:15 AM, Pam Haddad <pamha@ci.garden-grove.ca.us> wrote:

Their both pdf files, maybe that's why you couldn't open them. If you need me to print them, I will. Just let me know. Thanks.
~ Pam

From: "Pam Haddad" <pamha@ci.garden-grove.ca.us>
To: "Bao Nguyen" <baon@ci.garden-grove.ca.us>
Sent: Tuesday, February 23, 2016 8:21:20 AM
Subject: Fwd: Parking information--Holocaust Art & Writing Contest on Friday, 3/4

Mayor,
I also copied the info below into your calendar. But the parking permit is attached as well as a map. Thanks.
~ Pam

From: "Ashley Bloomfield" <ambloom@chapman.edu>
To: "Ashley Bloomfield" <ambloom@chapman.edu>
Sent: Monday, February 22, 2016 3:01:08 PM

Subject: Parking information--Holocaust Art & Writing Contest on Friday, March 4

Greetings, distinguished guests.

We are delighted that you will be able to join us for the 17th Annual Holocaust Art & Writing Contest Awards Ceremony at Chapman University on Friday, March 4.

For your convenience I am attaching an electronic visitor parking permit which you must print and place directly on your dashboard. We kindly request that you park in the Lastinger underground structure (LA on the attached campus map) located off Glassell and Walnut Ave. If the Lastinger structure is full, alternative parking is available in the Barrera structure located behind the Law School off Glassell and Sycamore.

VIP registration and check-in begins at 10:30 a.m. in the Memorial Hall lobby (building #30 on the attached campus map). We will have greeters stationed in the lobby area to welcome you to the ceremony and escort you to the reserved seating section in front. Our program begins promptly at 11 a.m. and will be followed by an informal reception on the Bert Williams Mall which should conclude around 2:00 p.m.

Please feel free to contact me directly if you have any additional questions or concerns.

We look forward to welcoming you to our campus next week for what should be a truly memorable occasion.

Regards,
Ashley

Ashley Bloomfield

Senior Program Assistant
Rodgers Center for Holocaust Education
Chapman University
One University Drive
Orange, CA 92866

Phone: (714) 532-7760
www.chapman.edu/holocausteducation

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](#)

<Visitor Parking Permit (March 4, 2016).pdf>

<Campus Map (Spring 2016).pdf>

Subject: Fwd: Quick question 3/23
From: Pam Haddad <pamha@ci.garden-grove.ca.us>
Date: Fri, 26 Feb 2016 09:53:26 -0800 (PST)
To: Bao Nguyen <baon@ci.garden-grove.ca.us>

Mayor,
they'd like to know if you wouldn't mind starting at 9am for the March for Meals campaign. Thanks.
~ Pam

From: "Susan Papiri" <spapiri@seniorserv.org>
To: pamha@ci.garden-grove.ca.us
Sent: Friday, February 26, 2016 9:23:00 AM
Subject: Quick question

Happy Friday, Pam. Would the mayor be available as early as 9am on the 23rd for the Mayors for Meals activity? If that's too early, would you let me know what is his earliest availability for that day?

Thank you!
Susan

Susan Papiri | Senior Director, Community Relations
SeniorServ | 714.229-5284
1200 N. Knollwood Circle, Anaheim, CA 92801
spapiri@seniorserv.org
www.seniorserv.org



This message may contain confidential and privileged information.
If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

Subject: Save the Date for "No Lunch" Lunch at Second Harvest Food Bank of OC
From: Vanessa Hugon <Vanessa@feedoc.org>
Date: Fri, 26 Feb 2016 19:49:09 +0000
To: "baon@ci.garden-grove.ca.us" <baon@ci.garden-grove.ca.us>

Dear Mayor Nguyen,

It is our pleasure to invite you to our annual "No Lunch" Lunch event at Second Harvest Food Bank of Orange County. Please save the date for Tuesday, November 22, 2016 for this signature event. You will be among Orange County's premiere business and community leaders who are committed to fighting hunger in our community.

The "No Lunch" Lunch event is an opportunity for our many supporters to experience a modest, soup-kitchen-style meal while learning about the thousands of families here in Orange County struggling to put food on the table. Your attendance will help to shed light on the issue of hunger in our community.

For more information regarding the event, please contact our Event Lead, Kalina Covello, at Kalina@FeedOC.org or 949.208.3183.

Together we can create a future in which no one goes hungry. Ever.

Sincerely,

Vanessa Hugon

Development Assistant | AmeriCorps VIP
Second Harvest Food Bank of Orange County
8014 Marine Way | Irvine, CA 92618
Direct: 949-208-3182 | Office: 949-653-2900 x211
Vanessa@FeedOC.org

[Map and Directions](#)



Ending hunger in Orange County
Together we are creating a future in which no one goes hungry. Ever.

For more information visit FeedOC.org



Subject: Continued criminal harassment/felony stalking by Tustin PD

From: german santos <santos.german@gmail.com>

Date: Fri, 26 Feb 2016 12:03:54 -0800

To: cpuckett@tustinca.org, jnielsen@tustinca.org, Rgomez@tustinca.org, amurray@tustinca.org, abernstein@tustinca.org, ccelano@tustinca.org

CC: citymanager@ci.garden-grove.ca.us, firedepartment@ci.garden-grove.ca.us, police@garden-grove.org, baon@ci.garden-grove.ca.us, stevej@garden-grove.org, chrisp@ci.garden-grove.ca.us, phatb@ci.garden-grove.ca.us, kbeard@garden-grove.org, ttait@anaheim.net, lkring@anaheim.net, kmurray@anaheim.net, jbrandman@anaheim.net, jvanderbilt@anaheim.net, fireinfo@anaheim.net, citycouncil@cityoforange.org, councilman@markamurphy.com, jill.hardy@surfcity-hb.org, jim.katapodis@surfcity-hb.org, Dave.Sullivan@surfcity-hb.org, barbara.delgleize@surfcity-hb.org, billy.oconnell@surfcity-hb.org, erik.peterson@surfcity-hb.org, mike.posey@surfcity-hb.org, mpulido@santa-ana.org, vsarmiento@santa-ana.org, mmartinez@santa-ana.org, aamezcua@santa-ana.org, dbenavides@santa-ana.org, rreyna@santa-ana.org, stinajero@santa-ana.org, SAPD@santa-ana.org, Jeremy McBee <JMcBee.UPS@irvinecompany.com>, corpaffairs@westfield.com

This is to inform the city of Tustin, CA that police Chief Charles Celano, his Tustin, CA police officers, Sheriff Sandra Hutchens and her deputies continue to act like Klansman harassing / felony stalking toilet shit as I, German Santos, try to go about my business peacefully in your filthy city.

Since my last public comment before the city council of Tustin, CA and in the presence of Charles Celano the following has occurred:

1. Your police department in coordination with the Orange County, CA Sheriffs department continue to violate my privacy via 24/7 surveillance as I go about my business. These two criminal shit police forces continue to relay location data to their squad cars on the ground - the net effect being that I can go an entire day counting on less fingers of one hand the number of patrol vehicles seen on a daily basis. And when these idiots do appear it's for the purpose of criminal harassment. My wife has witnessed this tax wasting Klansman inspired garbage act on many an occasion. So has my brother. So good luck claiming that I'm lying.

Here are a couple of examples of this garbage behavior while riding in a vehicle.

Driving between Larwin Square and the Tustin Marketplace numerous times and never having any patrol vehicle next to us or in front of us.

Driving from Larwin Square to the Tustin Market Place - then to Villa Park near Meats and Santiago Blvd - back to Tustin Ranch. No Tustin police vehicle next us. No Orange PD vehicles next to us. No OC deputy vehicles next to us.

Driving around in Huntington Beach this week - one HB vehicle appears to our left only to immediately exit stage right as if someone had made a mistake and contacted this idiot to get off Beach Blvd.

This vanishing act began in the 90's courtesy the racist Klansman idiots Stan Knee / Randall Gaston / Brad Gates / CHP etc when I would drive from Rancho Santa Margarita to Stanton or RSM to Anaheim Hills for my Colombian law enforcement engineering job and witness radio silence except at the start of my commute courtesy the disgusting Brad Gates and at my destination point courtesy the same oath violating idiot or Stan Knee / Randall Gaston etc.

2. On 2/20/16, Charles Celano and the Tustin, CA police department attempted a dangerous stunt for a second time: timing an emergency event (lights and siren turned on) precisely as me and my wife were stepping onto the street crossing the intersection of Newport and Mitchell at approximately 5:27 PM. This fucking idiot of a police officer barrels down Newport - makes a sharp left turn down Mitchell at a high rate of speed coming within 2-3 yards of hitting me and my wife. By the way, if this idiot was actually responding to a 911 call - I guarantee you it was contrived by one of the army of confidential informant dirtbags your mobster police pal around with. And per usual - there was a Tustin CA police vanishing act that day so as to accentuate the criminally racist terrorist act.

The last similar incident is documented on my Twitter account 18USC241 and occurred as I was crossing Newport and Main - I had made a significant comment on Twitter just beforehand. Your police often respond to my comments on Twitter with some harassment horseshit act or other. Another Tustin, CA cop passing within yards of me at a high rate of speed with the associated vanishing act before and afterwards.

3. The criminally racist disgusting act of stuffing a confidential informant in a funeral car often times with police vehicles present reared it's Klansman ugly head again at the corner of Newport and Nisson (aka within a few minutes of leaving our home that morning). It took the form of a white funeral car complete with American flag waving escorted by a bunch of motorcycle hoodlum types. This was immediately followed by a volley of OC deputy vehicles and topped off by the criminal dirt bags Engine 21 of the OC Fire Authority - again complete with American flag waving. I love how Klansman anti-American trash think that they have any relationship to the American flag. My wife witnessed the funeral car stunt. The date and time of this disgusting event is documented on my Twitter account (18USC241).

The previous CI/funeral car stunt complete with Tustin police vehicle occurred on Newport and El Camino Real (aka within a few minutes of leaving home. And again my Colombian wife witnessed it.

The despicable funeral car stunt has it's origin in Garden Grove, CA in the days after my second parent (my Puerto Rican dad) passed away (August 2, 2010). It was repeated again on the first anniversary of my dad's passing in 2011. Photos etc were taken.

This and terra-bytes of other videos / photographs are residing nicely on Google servers and the NSA for your perusal. Sleaze bucket cop - after sleaze bucket deputy - after sleaze bucket fire / emergency services personnel - after sleaze bucket city employees in city marked vehicle - after sleaze bucket Care ambulance personnel - after sleaze bucket tow truck operators - the army of sleaze bucket white/Latino /black/Asian male criminal CI's (especially the Asian /Latino criminal trash GGPD and/or FBI moved in next to my condominium in Garden Grove., CA. Specifically into units 3 and 4 of 12600 Euclid St. Garden Grove, CA) .

4. This morning at the corner of Newport and First (after my wife left) a black male CI piece of shit asked me if I knew where the nearest emergency Care facility might be. This was immediately followed by two separate CI sleaze buckets driving Green Toyota Camry's (the car I almost died in on the GG freeway one night complete with dirtbag cops that flees the scene as I'm still pointing in the opposite direction on same). And minutes later, I enter the Larwin Square Starbucks to find a black male Tustin police officer with his white male buddy. So today was "use black males as harassing Klansman shitbags" day in Tustin, CA.

5. And finally, Don Bren, the Irvine Company, Jim McBee and Universal Protection Services continue to

be too preoccupied playing TrumpTrash harassment games with Latino American men to be bothered providing proper security for anyone at that mall - which includes my wife who works there. And I repeat the question: for how long has the Irvine Company been using sleaze bucket security companies to harass Latino men on their properties. Is this a bad habit since the mid 1800's?

Orange County, CA ... a racist shit stain on the fabric of American society. And I'm here to make sure every American and people around the world celebrate what you've accomplished here.

German Santos #AMDG

Subject: Re: Continued criminal harassment/felony stalking by Tustin PD

From: german santos <santos_german@gmail.com>

Date: Fri, 26 Feb 2016 12:10:18 -0800

To: cpuckett@tustinca.org, jnielsen@tustinca.org, Rgomez@tustinca.org, amurray@tustinca.org, abernstein@tustinca.org, ccelano@tustinca.org
CC: citymanager@ci.garden-grove.ca.us, firedepartment@ci.garden-grove.ca.us, police@garden-grove.org, baon@ci.garden-grove.ca.us, stevej@garden-grove.org, crisp@ci.garden-grove.ca.us, phatb@ci.garden-grove.ca.us, kbeard@garden-grove.org, ttait@anaheim.net, lkring@anaheim.net, kmurray@anaheim.net, jbrandman@anaheim.net, jvanderbilt@anaheim.net, fireinfo@anaheim.net, citycouncil@cityoforange.org, councilman@markamurphy.com, jill.hardy@surfcity-hb.org, jim.katapodis@surfcity-hb.org, Dave.Sullivan@surfcity-hb.org, barbara.delgleize@surfcity-hb.org, billy.oconnell@surfcity-hb.org, erik.peterson@surfcity-hb.org, mike.posey@surfcity-hb.org, mpulido@santa-ana.org, vsarmiento@santa-ana.org, mmartinez@santa-ana.org, aamezcua@santa-ana.org, dbenavides@santa-ana.org, reyna@santa-ana.org, stinajero@santa-ana.org, SAPD@santa-ana.org, Jeremy McBee <JMcBee.UPS@irvinecompany.com>, corpaffairs@westfield.com

How could I forget - here is your black male Tustin, CA cop used to complete the physical threat setup this morning. This guy may not know how he was used this morning by the racist garbage infesting your police department.

On Fri, Feb 26, 2016 at 12:03 PM, german santos <santos_german@gmail.com> wrote:

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German Santos #AMDG

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20160226_072505.jpg	Content-Type: image/jpeg
	Content-Encoding: base64



Subject: Garden Grove Pony Baseball Opening Ceremonies

From: Gonzales <ggponypresident@gmail.com>

Date: Fri, 26 Feb 2016 13:07:53 -0800

To: baon@ci.garden-grove.ca.us, stevej@garden-grove.org, chrisp@ci.garden-grove.ca.us, phatb@ci.garden-grove.ca.us, kbeard@garden-grove.org

Good Afternoon Gentlemen,

The Executive board of Garden Grove Pony baseball would like to invite all of you to our 55th Opening Ceremonies. As many local little leagues struggle to survive due to low registration, Garden Grove Pony continues to thrive and serve our community. We are very proud of our league and the services it offers the youth of Garden Grove and we would like for you guys to join us and help celebrate another season of youth baseball.

Our opening ceremonies will began at 9:30 am on March 5. The ceremony will be about an hour long, followed by our annual fundraising booths for our teams. Booths vary from food, drinks, games and raffles. It is definitely a fun and festive day.

I apologize for the short notice, but we hope you can make it out to our fields on Saturday, March 5.

Please rsvp by replying to this email. If you would like a few minutes to address our league at ceremonies, please indicate in your mail so I can add your to our agenda.

I appreciate your time.

Thank you,

Ray Gonzales
Garden Grove Pony Baseball
President

Subject: INVITE: GG Pony Baseball Opening Ceremonies, S 3/5 @9:30am

From: Pam Haddad <pamha@ci.garden-grove.ca.us>

Date: Fri, 26 Feb 2016 13:16:47 -0800 (PST)

To: Bao Nguyen <baon@ci.garden-grove.ca.us>, "Phan, Christopher" <chrisphan1@hotmail.com>, phat <phat@phatbui.com>, Beard Kris <beard4gg@gmail.com>, Steve Jones <jones4gg@gmail.com>

@12192 West St ~ Interested?

From: "Gonzales" <ggponypresident@gmail.com>

To: baon@ci.garden-grove.ca.us, stevej@garden-grove.org, chrisp@ci.garden-grove.ca.us, phatb@ci.garden-grove.ca.us, kbeard@garden-grove.org

Sent: Friday, February 26, 2016 1:07:53 PM

Subject: Garden Grove Pony Baseball Opening Ceremonies

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Please rsvp by replying to this email. If you would like a few minutes to address our league at ceremonies, please indicate in your mail so I can add your to our agenda.

I appreciate your time.

Thank you,

Ray Gonzales
Garden Grove Pony Baseball
President

Subject: Fwd: Scan of Project V Letter

From: Scott Stiles <sstiles@ci.garden-grove.ca.us>

Date: Fri, 26 Feb 2016 15:32:25 -0800 (PST)

To: Bill Murray <wem@ci.garden-grove.ca.us>, Omar Sandoval <omars@ci.garden-grove.ca.us>, Maria Stipe <marias@ci.garden-grove.ca.us>

Mayor and Councilmembers:

Attached is our letter to OCTA re the bus circulator issue. We spoke to OCTA this morning, and this gives us an opportunity to support Westminster's plan but we get money to study, prepare, and work on the extension to Garden Grove. It allows us the incremental approach that was discussed. Bill will submit our application on Monday for the Planning grant. We will bring the resolution to the next meeting. Members are being blind-copied to avoid Brown Act violations. Thanks.

Scott

Scott C. Stiles, ICMA-CM

City Manager / City of Garden Grove

11222 Acacia Parkway

Garden Grove, CA 92840

714-741-5100 (o) / 714-719-1810 (c)

www.ci.garden-grove.ca.us

From: "Melanie Valdes" <melaniev@ci.garden-grove.ca.us>

To: "Scott Stiles" <sstiles@ci.garden-grove.ca.us>

Sent: Friday, February 26, 2016 2:00:04 PM

Subject: Scan of Project V Letter

It's attached above.

Melanie

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	Content-Encoding: base64



CITY OF GARDEN GROVE

February 26, 2016

714-741-5100

Sam Kaur
Measure M Local Programs
Orange County Transportation Authority
550 South Main Street
Orange, CA 92868

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

Dear Ms. Kaur,

The City of Garden Grove (City) is pleased to inform you that it is interested in supporting the City of Westminster's application for an Orange County Transportation Authority (OCTA) Project V, Community-Based Transit/Circulators Grant Application. The grant would fund the implementation of a new transit route, servicing Little Saigon.

The City of Garden Grove will also be submitting a Project V planning grant, of up to \$50,000, that would allow the City to study future expansion of the Westminster route into Garden Grove as well as related transportation opportunities. The City understands there will be a ten percent (10%) matching contribution towards the transportation study.

We will be presenting a resolution to our City Council on March 8, 2016, for consideration to approve an application for the planning grant. We thank you in advance for considering this application and collaboration between our cities. Transit funding is very limited to local municipalities, making it imperative to secure grant funding for projects that encourage local transit service.

Sincerely,

Scott C. Stiles
City Manager

Cc: City Council
Bill Murray, Public Works Director

Subject: Harassment by the Huntington Beach, CA police department

From: german santos <santos.german@gmail.com>

Date: Fri, 26 Feb 2016 15:58:33 -0800

To: jill.hardy@surfcity-hb.org, jim.katapodis@surfcity-hb.org, Dave.Sullivan@surfcity-hb.org, barbara.delgleize@surfcity-hb.org, billy.oconnell@surfcity-hb.org, erik.peterson@surfcity-hb.org, mike.posey@surfcity-hb.org

CC: citymanager@ci.garden-grove.ca.us, firedepartment@ci.garden-grove.ca.us, police@garden-grove.org, baon@ci.garden-grove.ca.us, stevej@garden-grove.org, chrisp@ci.garden-grove.ca.us, phatb@ci.garden-grove.ca.us, kbeard@garden-grove.org, ttait@anaheim.net, lkring@anaheim.net, kmurray@anaheim.net, jbrandman@anaheim.net, jvanderbilt@anaheim.net, fireinfo@anaheim.net, cpuckett@tustinca.org, jnielsen@tustinca.org, Rgomez@tustinca.org, amurray@tustinca.org, abernstein@tustinca.org, ccelano@tustinca.org, citycouncil@cityoforange.org, councilman@markamurphy.com, mpulido@santa-ana.org, vsarmiento@santa-ana.org, mmartinez@santa-ana.org, aamezcua@santa-ana.org, dbenavides@santa-ana.org, rreyna@santa-ana.org, stinajero@santa-ana.org, SAPD@santa-ana.org, Jeremy McBee <JMcBee.UPS@irvinecompany.com>, corpaffairs@westfield.com

This is to inform the city of Huntington Beach, CA that police chief Robert Handy, his HB police officers, Sandra Hutchens and her OC deputies continue to coordinate together to harass and felony stalk German Santos as I peacefully go about my business in same city.

The most recent oath violating criminal garbage act by your police officers occurred this week as I visited my white American friends near Indianapolis and Beach. Besides the standard vanishing act, there was a specific act of harassment as we approached the corner of Beach and Slater (02/24/16 at 11:27AM) involving an idiot behind us that blows his siren (momentarily) followed by 3 HB police vehicles that appear in view on the opposite side of Beach. The reason that your Trump Trash morons chose that corner to pull their harassment stunt is because the day prior I had stopped to have lunch at the Dell Taco near same corner.

On many occasions in the past, when I've been at the Starbucks on Main street (downtown HB) your police have vanished for a ridiculous amount of time. I also remember being at a significant downtown HB event with hundreds of people attending and your PD chose to vanish instead of providing security.

I remember the traffic stop near Beach and Indianapolis where your young white male cop (while holding my US passport that clearly states I was born in NYC) asking me if I was planning on leaving the country. The answer to that question is as follows: the city of Huntington Beach, Hardy and his police officers will fuck goats before this New Yorker with the accent of our founding fathers ever feels the need to leave my country. Dream on.

And if I were the city of Huntington Beach, instead of acting like white trash Klansman with me - I would be more concerned with what an ex-HB city accountant confided in me about your police department. This would be the fellow who attends my cousin's church in Mission Viejo. Ask OC law enforcement - they would know who I'm referring to since they flush countless taxpayer dollars down the toilet playing 1984 with me.

German Santos #AMDG

Subject: Malcom Pecor Memorial Plaque Unveiling & Ceremony

From: Andrew Halberstadt <andrewhalberstadt@gmail.com>

Date: Fri, 26 Feb 2016 17:56:25 -0800

To: Bao Nguyen <baon@ci.garden-grove.ca.us>, Steve Jones <stevej@garden-grove.org>, Phat Bui <phat@phatbui.com>, Chris Phan <chrisp@garden-grove.org>, Kris Beard <kbeard@garden-grove.org>

CC: Rebecca Weimer <rebecca@weimerandassociates.com>, jennifer benedict <woabj@yahoo.com>, Tanya Tra <tanyatra@gmail.com>, Krystin Gibson <krystinbuart@gmail.com>, Audry Pecor <atapper44@aol.com>, Scott Weimer <scott@weimerandassociates.com>, Ric Lerma <ricvlerma@gmail.com>, John Holm <icsocal@sbcglobal.net>, Ana Vergara-Neal <anar@ci.garden-grove.ca.us>

Hello Mayor & City Council Members,

The Main Street Commission is in the initial planning stages for a brief ceremony to unveil a memorial plaque honoring Malcom Pecor, one of Main Street's founders and longest serving champions. The ceremony is scheduled for March 8th at 5pm on Main Street, just south of daKuppe in the recently renamed Malcom Pecor Plaza.

We understand that there may be a study session scheduled for that evening, so the ceremony will be brief and we are looking for you to join us in celebration of one of the most essential and influential people in our City's recent history. All of you are invited to say a few words recognizing his role in bringing our City to where it is today as we all strive to build upon his accomplishments.

If you could, please let us know if you intend to speak, so that we are able to put together a basic program and ensure none of you are late to your study session. You may either reply to this e-mail or to Ana Vergara-Neal (anar@ci.garden-grove.ca.us) to help us plan more accurately for the event.

Once we have everything in order on our end, we will provide you all with formal invitations and a breakdown of the program.

Best & kindest regards to you all,

Andrew Halberstadt

Subject: Re: Malcom Pecor Memorial Plaque Unveiling & Ceremony

From: Ric Lerma <ricvlerma@gmail.com>

Date: Fri, 26 Feb 2016 18:02:59 -0800

To: Andrew Halberstadt <andrewhalberstadt@gmail.com>

CC: Bao Nguyen <baon@ci.garden-grove.ca.us>, Steve Jones <stevej@garden-grove.org>, Phat Bui <phat@phatbui.com>, Chris Phan <chrisp@garden-grove.org>, Kris Beard <kbeard@garden-grove.org>, Rebecca Weimer <rebecca@weimerandassociates.com>, jennifer benedict <woabj@yahoo.com>, Tanya Tra <tanyatra@gmail.com>, Krystin Gibson <krystinbuart@gmail.com>, Audry Pecor <atapper44@aol.com>, Scott Weimer <scott@weimerandassociates.com>, John Holm <icsocal@sbcglobal.net>, Ana Vergara-Neal <anar@ci.garden-grove.ca.us>

Thanks very much for this notice Andrew.

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Subject: Re: Continued criminal harassment/felony stalking by Tustin PD

From: german santos <santos.german@gmail.com>

Date: Fri, 26 Feb 2016 20:20:09 -0800

To: ccelano@tustinca.org, Rgomez@tustinca.org, jnielsen@tustinca.org, cpuckett@tustinca.org, amurray@tustinca.org, abernstein@tustinca.org

CC: baon@ci.garden-grove.ca.us, jim.katapodis@surfcity-hb.org, mmartinez@santa-ana.org, mpulido@santa-ana.org, lkring@anaheim.net, kbeard@garden-grove.org, corpaaffairs@westfield.com, aamezcua@santa-ana.org, stinajero@santa-ana.org, Jeremy McBee <JMcBee.UPS@irvinecompany.com>, fireinfo@anaheim.net, police@garden-grove.org, dbenavides@santa-ana.org, jbrandman@anaheim.net, citycouncil@cityoforange.org, billy.oconnell@surfcity-hb.org, kmurray@anaheim.net, jvanderbilt@anaheim.net, councilman@markamurphy.com, erik.peterson@surfcity-hb.org, Dave.Sullivan@surfcity-hb.org, barbara.delgleize@surfcity-hb.org, phatb@ci.garden-grove.ca.us, firedepartment@ci.garden-grove.ca.us, mike.posey@surfcity-hb.org, stevej@garden-grove.org, rreyna@santa-ana.org, vsarmiento@santa-ana.org, jill.hardy@surfcity-hb.org, ttait@anaheim.net, chrisp@ci.garden-grove.ca.us, SAPD@santa-ana.org, citymanager@ci.garden-grove.ca.us, Gustavo Arellano <GArellano@ocweekly.com>, "R. Scott Moxley" <rscottmoxley@ocweekly.com>, Peaceful Streets Project <peacefulstreets@gmail.com>, nfoztz@ocregister.com

7:53 PM at Newport and First

A volley of Celano Tustin police terrorist Trump Trash at the same corner of this mornings threats.

The Tustin police department is a disgusting racist police department just like it's Mickey Mouse neighbors next door in Anaheim/Garden Grove + Sheriffs.

On Feb 26, 2016 12:03 PM, "german santos" <santos.german@gmail.com> wrote:

This is to inform the city of Tustin, CA that police Chief Charles Celano, his Tustin, CA police officers, Sheriff Sandra Hutchens and her deputies continue to act like Klansman harassing / felony stalking toilet shit as I, German Santos, try to go about my business peacefully in your filthy city.

Since my last public comment before the city council of Tustin, CA and in the presence of Charles Celano the following has occurred:

1. Your police department in coordination with the Orange County, CA Sheriffs department continue to violate my privacy via 24/7 surveillance as I go about my business. These two criminal shit police forces continue to relay location data to their squad cars on the ground - the net effect being that I can go an entire day counting on less fingers of one hand the number of patrol vehicles seen on a daily basis. And when these idiots do appear it's for the purpose of criminal harassment. My wife has witnessed this tax wasting Klansman inspired garbage act on many an occasion. So has my brother. So good luck claiming that I'm lying.

Here are a couple of examples of this garbage behavior while riding in a vehicle.

Driving between Larwin Square and the Tustin Marketplace numerous times and never having any patrol vehicle next to us or in front of us.

Driving from Larwin Square to the Tustin Market Place - then to Villa Park near Meats and Santiago Blvd - back to Tustin Ranch. No Tustin police vehicle next us. No Orange PD vehicles next to us. No OC deputy vehicles next to us.

Driving around in Huntington Beach this week - one HB vehicle appears to our left only to immediately exit stage right as if someone had made a mistake and contacted this idiot to get off Beach Blvd.

This vanishing act began in the 90's courtesy the racist Klansman idiots Stan Knee / Randall Gaston / Brad Gates / CHP etc when I would drive from Rancho Santa Margarita to Stanton or RSM to Anaheim Hills for my Colombian law enforcement engineering job and witness radio silence except at the start of my commute courtesy the disgusting Brad Gates and at my destination point courtesy the same oath violating idiot or Stan Knee / Randall Gaston etc.

2. On 2/20/16, Charles Celano and the Tustin, CA police department attempted a dangerous stunt for a second time: timing an emergency event (lights and siren turned on) precisely as me and my wife were stepping onto the street crossing the intersection of Newport and Mitchell at approximately 5:27 PM. This fucking idiot of a police officer barrels down Newport - makes a sharp left turn down Mitchell at a high rate of speed coming with 2-3 yards of hitting me and my wife. By the way, if this idiot was actually responding to a 911 call - I guarantee you it was contrived by one of the army of confidential informant dirtbags your mobster police pal around with. And per usual - there was a Tustin CA police vanishing act that day so as to accentuate the criminally racist terrorist act.

The last similar incident is documented on my Twitter account 18USC241 and occurred as I was crossing Newport and Main - I had made a significant comment on Twitter just beforehand. Your police often respond to my comments on Twitter with some harassment horseshit act or other. Another Tustin, CA cop passing within yards of me at a high rate of speed with the associated vanishing act before and afterwards.

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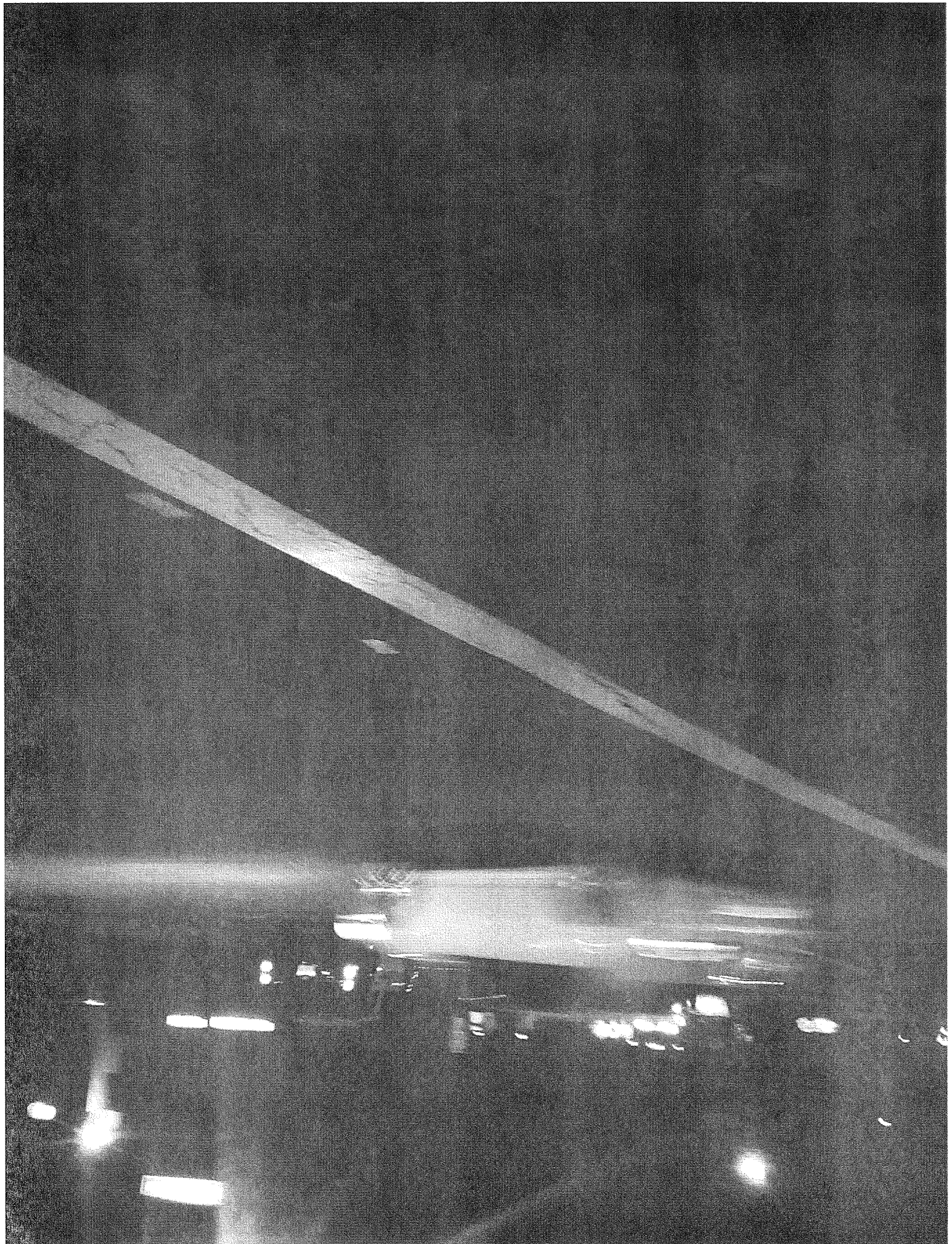
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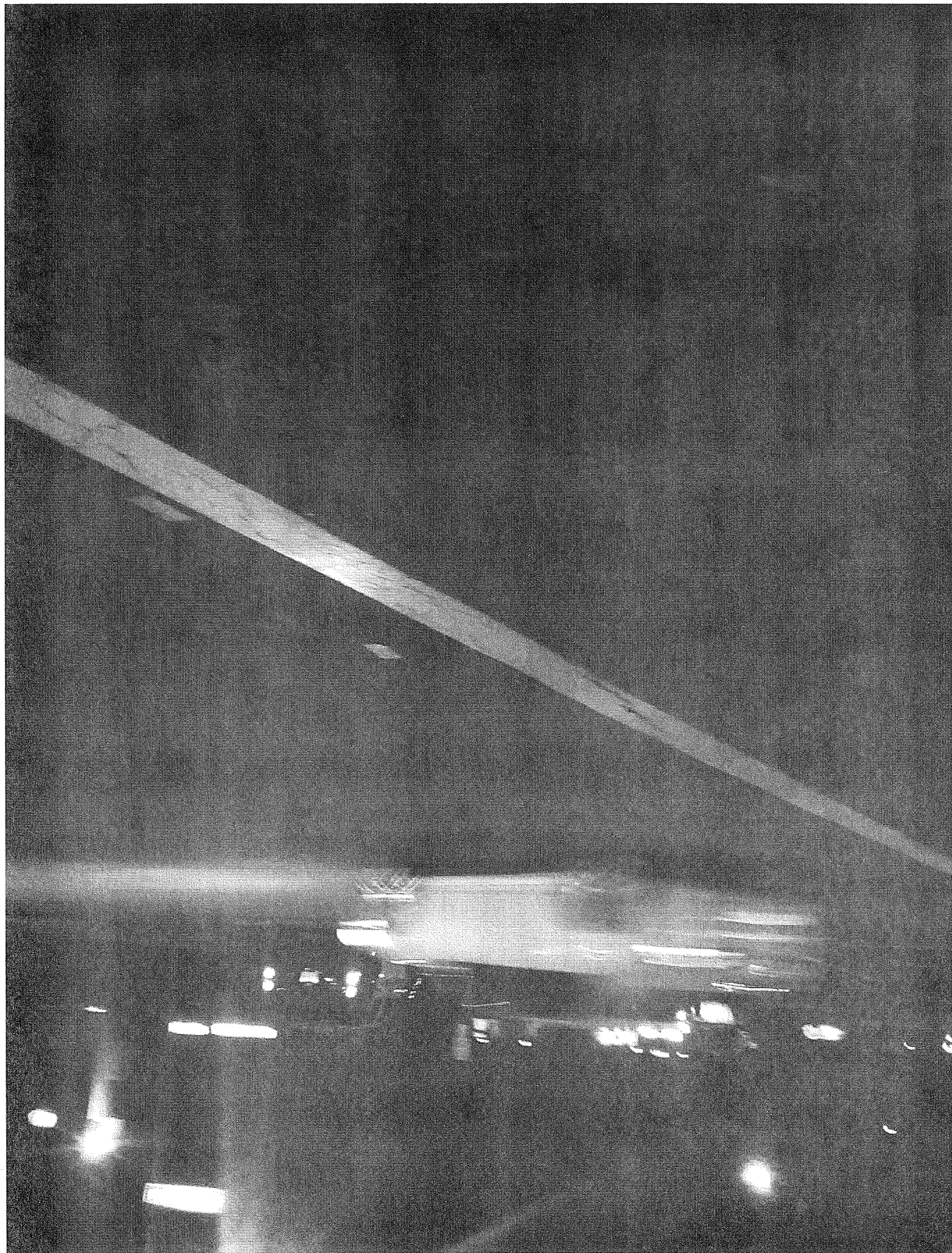
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Subject: OC DA Broadwater/Barlag 2.24.2016: Cure and Correct Action Taken

From: Tony Flores <tony.flores@lbct.com>

Date: Mon, 29 Feb 2016 04:15:12 +0000

To: "sstiles@ci.garden-grove.ca.us" <sstiles@ci.garden-grove.ca.us>, "sstiles@garden-grove.org" <sstiles@garden-grove.org>
CC: "baon@ci.garden-grove.ca.us" <baon@ci.garden-grove.ca.us>, "bao@baonguyen.us" <bao@baonguyen.us>, "kbeard@garden-grove.org" <kbeard@garden-grove.org>, "Kris Beard (Beard4gg@gmail.com)" <Beard4gg@gmail.com>, "Steve Jones (stevej@garden-grove.org)" <stevej@garden-grove.org>, "chrisp@ci.garden-grove.ca.us" <chrisp@ci.garden-grove.ca.us>, "phatb@ci.garden-grove.ca.us" <phatb@ci.garden-grove.ca.us>, "phat@phatbui.com" <phat@phatbui.com>, "Kathy Bailor (kathyb@ci.garden-grove.ca.us)" <kathyb@ci.garden-grove.ca.us>, "mwisckol@ocregister.com" (mwisckol@ocregister.com) <mwisckol@ocregister.com>, "letters@ocregister.com" (letters@ocregister.com) <letters@ocregister.com>, "ngerda@gmail.com" <ngerda@gmail.com>, "thyanhvo@gmail.com" <thyanhvo@gmail.com>, "bradyrhoades@yahoo.com" (bradyrhoades@yahoo.com) <bradyrhoades@yahoo.com>, "Brhoades@localnewspapers.org" (Brhoades@localnewspapers.org) <Brhoades@localnewspapers.org>, "tonyontown@yahoo.com" <tonyontown@yahoo.com>, "johnandkenKFI@kfiam640.com" <johnandkenkfi@kfiam640.com>, "raylopez@iheartmedia.com" <raylopez@iheartmedia.com>, "brianholt@iheartmedia.com" <brianholt@iheartmedia.com>, "Ebrahim.Baytieh@da.ocgov.com" <Ebrahim.Baytieh@da.ocgov.com>, "chaire@ocregister.com" (chaire@ocregister.com) <chaire@ocregister.com>, "Tony Flores (tony.flores08@hotmail.com)" <tony.flores08@hotmail.com>

2/28/2016

Dear Mr. Stiles,

The citizens of Garden Grove respectfully request that you and the City Council cure and correct the **action** taken by the City Council, specifically the 9/30/2014 agreement and the provisions contained therein between the City of Garden Grove and Mr. Dave Barlag. This request is being made before the citizens of Garden Grove commence an action by mandamus or injunction for the purpose of obtaining a judicial determination under California Government Codes 54960.1(a) and 54960.1(b)

As you are aware, on 2/24/2016 the Orange County District Attorney's office determined "**that the actions taken by the City of Garden Grove in this instance violated the spirit and intent of the Brown Act**" and that appears to mean that since the 9/30/2014 agreement with Mr. Barlag was a large part of the **action** taken, the agreement itself now seems to be null and void. The People of Garden Grove believe that our above request is valid under California Government Codes 54960.1(a) and 54960.1(b) since the City Council only cured and corrected the **reporting** of their agreement with Mr. Barlag but at no time did the City Council ever withdraw, rescind or void the **action** also known as **the agreement** and/or any of the provisions contained therein.

Since the OC DA's office issued their determination and findings on 2/24/2016 "that the actions taken by the City of Garden Grove in this instance violated the spirit and intent of the Brown Act", the People of Garden Grove believe that we are within the time requirements outlined in California Government Code 54960.1.

We thank you in advance for your timely response.

Tony Flores
WGG, CA 92845
714-222-7421

IMPORTANT NOTICE: The substance of this message, including any attachments, is for the use of the intended recipient and may contain privileged and confidential information of LBCT LLC or its affiliates. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are strictly prohibited from reviewing, forwarding, printing, copying, distributing or using this information in any way, and are hereby requested to contact the sender by reply email and destroy all copies of the original message.

CA.Gov.Code.54960.1(a).Action.Null&Void.1.pdf	Content-Description: CA.Gov.Code.54960.1(a).Action.Null&Void.1.pdf Content-Type: application/pdf Content-Encoding: base64
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OCDA.Feb.24.2016.Broadwater.Barlag.pdf

OCDA.Feb.24.2016.Broadwater.Barlag.pdf	Content-Description: OCDA.Feb.24.2016.Broadwater.Barlag.pdf Content-Type: application/pdf Content-Encoding: base64
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GG.Barlag.9.16.14.Agreement.pdf

GG.Barlag.9.16.14.Agreement.pdf	Content-Description: GG.Barlag.9.16.14.Agreement.pdf Content-Type: application/pdf Content-Encoding: base64
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54960.1. (a) The district attorney or any interested person may commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that **an action taken** by a legislative body of a local agency in violation of **Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 is null and void under this section.** Nothing in this chapter shall be construed to prevent a legislative body from curing or correcting an action challenged pursuant to this section.

(b) Prior to any action being commenced pursuant to subdivision (a), the district attorney or interested person shall make a demand of the legislative body to cure or correct the action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5. The demand shall be in writing and clearly describe the challenged action of the legislative body and nature of the alleged violation.

(c) (1) The written demand shall be made within 90 days from the date the action was taken unless the action was taken in an open session but in violation of Section 54954.2, in which case the written demand shall be made within 30 days from the date the action was taken.

(2) Within 30 days of receipt of the demand, the legislative body shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct or inform the demanding party in writing of its decision not to cure or correct the challenged action.

(3) If the legislative body takes no action within the 30-day period, the inaction shall be deemed a decision not to cure or correct the challenged action, and the 15-day period to commence the action described in subdivision (a) shall commence to run the day after the 30-day period to cure or correct expires.

(4) Within 15 days of receipt of the written notice of the legislative body's decision to cure or correct, or not to cure or correct, or within 15 days of the expiration of the 30-day period to cure or correct, whichever is earlier, the demanding party shall be required to commence the action pursuant to subdivision (a) or thereafter be barred from commencing the action.

(d) An action taken that is alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 shall not be determined to be null and void if any of the following conditions exist:

(1) The action taken was in substantial compliance with Sections 54953, 54954.2, 54954.5, 54954.6, 54956, and 54956.5.

(2) The action taken was in connection with the sale or issuance of notes, bonds, or other evidences of indebtedness or any contract, instrument, or agreement thereto.

(3) The action taken gave rise to a contractual obligation, including a contract let by competitive bid other than compensation for services in the form of salary or fees for professional services, upon which a party has, in good faith and without notice of a challenge to the validity of the action, detrimentally relied.

(4) The action taken was in connection with the collection of any tax.

(5) Any person, city, city and county, county, district, or any agency or subdivision of the state alleging noncompliance with subdivision (a) of Section 54954.2, Section 54956, or Section 54956.5, because of any defect, error, irregularity, or omission in the notice given pursuant to those provisions, had actual notice of the item of business at least 72 hours prior to the meeting at which the action was taken, if the meeting was

noticed pursuant to Section 54954.2, or 24 hours prior to the meeting at which the action was taken if the meeting was noticed pursuant to Section 54956, or prior to the meeting at which the action was taken if the meeting is held pursuant to Section 54956.5.

(e) During any action seeking a judicial determination pursuant to subdivision (a) if the court determines, pursuant to a showing by the legislative body that an action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 has been cured or corrected by a subsequent action of the legislative body, the action filed pursuant to subdivision (a) shall be dismissed with prejudice.

(f) The fact that a legislative body takes a subsequent action to cure or correct an action taken pursuant to this section shall not be construed or admissible as evidence of a violation of this chapter.



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

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

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

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. 4th 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.4th 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.4th 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.4th 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

Subject: Re: Settlement Agreement
From: Matt Fertal <mattf@ci.garden-grove.ca.us>
Date: Tue, 16 Sep 2014 17:48:27 -0700 (PDT)
To: David Barlag <davidba@ci.garden-grove.ca.us>
CC: Barbara Raileanu <BRaileanu@wss-law.com>, Laura Stover <lauras@ci.garden-grove.ca.us>

I guess I was wanting to confirm with Laura that this was essentially equal. Lura, are we good?

From: "David Barlag" <davidba@ci.garden-grove.ca.us>
To: "Matt Fertal" <mattf@ci.garden-grove.ca.us>
Cc: "Barbara Raileanu" <BRaileanu@wss-law.com>, "David Barlag" <davidba@ci.garden-grove.ca.us>
Sent: Tuesday, September 16, 2014 3:42:24 PM
Subject: Re: Settlement Agreement

Matt that was to compensate for the loss of reportable holiday hour as pers able.

David R. Barlag

CITY OF GARDEN GROVE

SETTLEMENT AGREEMENT AND GENERAL RELEASE

^{DNS} ^{NY}
This Settlement Agreement and General Release ("Agreement") is made and entered into, to be effective this 29th 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

I. 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.

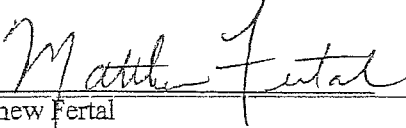
10. Revocation. Employee may revoke this Agreement for a period of seven (7) calendar days following its execution which will coincide with Effective Date. Said revocation must be in writing, must specifically revoke this Agreement, and must be received by the City's Human Resources Director, prior to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

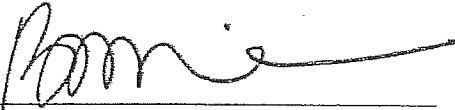
CITY OF GARDEN GROVE

EMPLOYEE

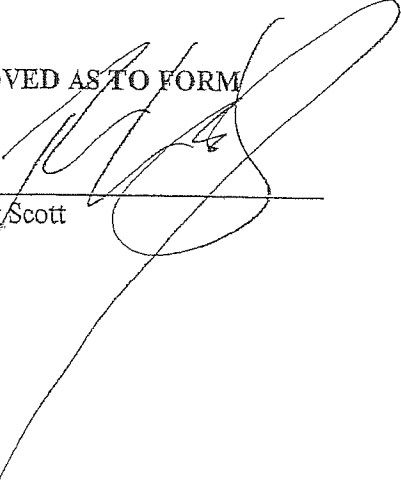

Matthew Fertal
City Manager


David Barlag

APPROVED AS TO FORM


Barbara Raileanu
Deputy City Attorney

APPROVED AS TO FORM


R. Craig Scott

Subject: Re: Settlement Agreement
From: Matt Fertal <mattf@ci.garden-grove.ca.us>
Date: Tue, 16 Sep 2014 17:49:32 -0700 (PDT)
To: David Barlag <davidba@ci.garden-grove.ca.us>
CC: Barbara Raileanu <BRaileanu@wss-law.com>, Laura Stover <lauras@ci.garden-grove.ca.us>

OK Matt

From: "David Barlag" <davidba@ci.garden-grove.ca.us>
To: "Matt Fertal" <mattf@ci.garden-grove.ca.us>
Cc: "Barbara Raileanu" <BRaileanu@wss-law.com>, "David Barlag" <davidba@ci.garden-grove.ca.us>
Sent: Tuesday, September 16, 2014 3:42:24 PM
Subject: Re: Settlement Agreement

Matt that was to compensate for the loss of reportable holiday hour as pers able.

David R. Barlag

Subject: Proposal

From: David Barlag <davidba@ci.garden-grove.ca.us>

Date: Thu, 18 Sep 2014 08:01:24 -0700 (PDT)

To: Matt Fertal <mattf@ci.garden-grove.ca.us>

Matt,

Just FYI I shared the proposal with my attorney, he had some proposal changes as far language and he also felt that the offer could be enhanced as far as value. I understand that you are limited as far as what you can do. Don't take it personal but this is my last shot to negotiate for the rest of my life. I have suffered a lot of professional and personal damage because of the situation.

David R. Barlag

Subject: Call me before you talk to Tom
From: David Barlag <davidba@ci.garden-grove.ca.us>
Date: Thu, 25 Sep 2014 13:45:51 -0700 (PDT)
To: Matt Fertal <mattf@ci.garden-grove.ca.us>

--

David R. Barlag

Fire Chief

Garden Grove Fire Department

davidba@garden-grove.org

www.gardengrovefire.org

Office(714) 741-5618

Cell (714) 357-2654



Subject: Statement regarding resignation
From: David Barlag <davidba@ci.garden-grove.ca.us>
Date: Mon, 29 Sep 2014 13:06:48 -0700 (PDT)
To: Matt Fertal <mattf@ci.garden-grove.ca.us>

Having worked in the fire service for the past 32 years, it has been my pleasure to serve as Fire Chief in Garden Grove. My resignation comes as a means for the department to begin to rebuild.

I will like to thank all the persons, in the City that have been there, providing me support over the years. Garden Grove is and will continue to be a wonderful place to work and the Fire Department will and has always provided an excellent service to its citizens.

David R. Barlag

Note. Ana use whatever works for you in a press release. I know you always make me look good.

Dave

Subject: Fwd: Fire Chief

From: Matt Fertal <matff@ci.garden-grove.ca.us>

Date: Tue, 30 Sep 2014 12:39:06 -0700 (PDT)

To: David Barlag <davidba@ci.garden-grove.ca.us>, Kevin Raney <kevinr@ci.garden-grove.ca.us>, Todd Elgin <todde@ci.garden-grove.ca.us>, Kingsley Okereke <kingsley@ci.garden-grove.ca.us>, Kim Huy <kihuy@ci.garden-grove.ca.us>, Susan Emery <susanl@ci.garden-grove.ca.us>, Bill Murray <wem@ci.garden-grove.ca.us>, Charles Kalil <charlesk@ci.garden-grove.ca.us>, Tom Nixon <tomn@ci.garden-grove.ca.us>, Maria Stipe <marias@ci.garden-grove.ca.us>

Dear Central Management,

With much regret, I have accepted Fire Chief Barlag's resignation. It goes without saying that this was a unpleasant situation without any good outcomes for positive resolution. Dave recognized that the situation with the Fire Labor Group had deteriorated to a point that it would have been very difficult for him move the department forward. I hope we can continue to support Dave in anyway we can. Dave has had a distinguished career within the Fire Service. He is a dedicated member of our City family and a great member of our Central Management team.

Although I have just informed the City Council, official notice is still pending. Please keep this information confidential until a formal notice is made public.

Thanks for your support during this difficult time.

Matt

From: "Matt Fertal" <matff@ci.garden-grove.ca.us>

To: "Steve Jones" <jones4gg@gmail.com>, "Dina Linh" <dinalinhesq@gmail.com>, "CM Beard" <beard4gg@gmail.com>, "vote4chrisphan" <vote4chrisphan@gmail.com>

Sent: Tuesday, September 30, 2014 11:30:17 AM

Subject: Fire Chief

Dear Mayor and City Council,

This morning I met with the Fire Labor Group and presented the resignation of Fire Chief Dave Barlag. The resignation will become effective immediately.

I also informed the Labor Group that the City would commence a nationwide search for the best candidate to fill the Fire Chief position. The Labor Group did suggest that I consider former Garden Grove Fire Chief Warren Hartley, as an Interim Chief. The Labor Group believes that appointing Warren Hartley Interim Chief would be the best option to transition into a positive environment moving forward. I told them that I would take their suggestion into consideration.

Please contact me if you have any questions. Thank you for your support, input and patience with this very complex matter.

Matt

Subject: OC DA Broadwater/Barlag 2.24.2016: Cure and Correct Action Taken

From: Tony Flores <tony.flores@lbct.com>

Date: Mon, 29 Feb 2016 04:15:12 +0000

To: "sstiles@ci.garden-grove.ca.us" <sstiles@ci.garden-grove.ca.us>, "sstiles@garden-grove.org" <sstiles@garden-grove.org>
CC: "baon@ci.garden-grove.ca.us" <baon@ci.garden-grove.ca.us>, "bao@baonguyen.us" <bao@baonguyen.us>, "kbeard@garden-grove.org" <kbeard@garden-grove.org>, "Kris Beard (Beard4gg@gmail.com)" <Beard4gg@gmail.com>, "Steve Jones (stevej@garden-grove.org)" <stevej@garden-grove.org>, "chrisp@ci.garden-grove.ca.us" <chrisp@ci.garden-grove.ca.us>, "phatb@ci.garden-grove.ca.us" <phatb@ci.garden-grove.ca.us>, "phat@phatbui.com" <phat@phatbui.com>, "Kathy Bailor (kathyb@ci.garden-grove.ca.us)" <kathyb@ci.garden-grove.ca.us>, "mwiskol@ocregister.com" <mwiskol@ocregister.com>, "letters@ocregister.com" <letters@ocregister.com>, "ngerda@gmail.com" <ngerda@gmail.com>, "thyanhvo@gmail.com" <thyanhvo@gmail.com>, "bradyrhoades@yahoo.com" <bradyrhoades@yahoo.com>, "Brhoades@localnewspapers.org" <Brhoades@localnewspapers.org>, "tonyontown@yahoo.com" <tonyontown@yahoo.com>, "johnandkenKFI@kfiam640.com" <johnandkenkfi@kfiam640.com>, "raylopez@iheartmedia.com" <raylopez@iheartmedia.com>, "brianholt@iheartmedia.com" <brianholt@iheartmedia.com>, "Ebrahim.Baytieh@da.ocgov.com" <Ebrahim.Baytieh@da.ocgov.com>, "chaire@ocregister.com" <chaire@ocregister.com>, "Tony Flores (tony.flores08@hotmail.com)" <tony.flores08@hotmail.com>

2/28/2016

Dear Mr. Stiles,

The citizens of Garden Grove respectfully request that you and the City Council cure and correct the **action** taken by the City Council, specifically the 9/30/2014 agreement and the provisions contained therein between the City of Garden Grove and Mr. Dave Barlag. This request is being made before the citizens of Garden Grove commence an action by mandamus or injunction for the purpose of obtaining a judicial determination under California Government Codes 54960.1(a) and 54960.1(b)

As you are aware, on 2/24/2016 the Orange County District Attorney's office determined "**that the actions taken by the City of Garden Grove in this instance violated the spirit and intent of the Brown Act**" and that appears to mean that since the 9/30/2014 agreement with Mr. Barlag was a large part of the **action** taken, the agreement itself now seems to be null and void. The People of Garden Grove believe that our above request is valid under California Government Codes 54960.1(a) and 54960.1(b) since the City Council only cured and corrected the **reporting** of their agreement with Mr. Barlag but at no time did the City Council ever withdraw, rescind or void the **action** also known as **the agreement** and/or any of the provisions contained therein.

Since the OC DA's office issued their determination and findings on 2/24/2016 "that the actions taken by the City of Garden Grove in this instance violated the spirit and intent of the Brown Act", the People of Garden Grove believe that we are within the time requirements outlined in California Government Code 54960.1.

We thank you in advance for your timely response.

Tony Flores
WGG, CA 92845
714-222-7421

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CA.Gov.Code.54960.1(a).Action.Null&Void.1.pdf	Content-Description: CA.Gov.Code.54960.1(a).Action.Null&Void.1.pdf Content-Type: application/pdf Content-Encoding: base64
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OCDA.Feb.24.2016.Broadwater.Barlag.pdf

OCDA.Feb.24.2016.Broadwater.Barlag.pdf	Content-Description: OCDA.Feb.24.2016.Broadwater.Barlag.pdf Content-Type: application/pdf Content-Encoding: base64
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GG.Barlag.9.16.14.Agreement.pdf

GG.Barlag.9.16.14.Agreement.pdf	Content-Description: GG.Barlag.9.16.14.Agreement.pdf Content-Type: application/pdf Content-Encoding: base64
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54960.1. (a) The district attorney or any interested person may commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that **an action taken** by a legislative body of a local agency in violation of **Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 is null and void under this section.** Nothing in this chapter shall be construed to prevent a legislative body from curing or correcting an action challenged pursuant to this section.

(b) Prior to any action being commenced pursuant to subdivision (a), the district attorney or interested person shall make a demand of the legislative body to cure or correct the action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5. The demand shall be in writing and clearly describe the challenged action of the legislative body and nature of the alleged violation.

(c) (1) The written demand shall be made within 90 days from the date the action was taken unless the action was taken in an open session but in violation of Section 54954.2, in which case the written demand shall be made within 30 days from the date the action was taken.

(2) Within 30 days of receipt of the demand, the legislative body shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct or inform the demanding party in writing of its decision not to cure or correct the challenged action.

(3) If the legislative body takes no action within the 30-day period, the inaction shall be deemed a decision not to cure or correct the challenged action, and the 15-day period to commence the action described in subdivision (a) shall commence to run the day after the 30-day period to cure or correct expires.

(4) Within 15 days of receipt of the written notice of the legislative body's decision to cure or correct, or not to cure or correct, or within 15 days of the expiration of the 30-day period to cure or correct, whichever is earlier, the demanding party shall be required to commence the action pursuant to subdivision (a) or thereafter be barred from commencing the action.

(d) An action taken that is alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 shall not be determined to be null and void if any of the following conditions exist:

(1) The action taken was in substantial compliance with Sections 54953, 54954.2, 54954.5, 54954.6, 54956, and 54956.5.

(2) The action taken was in connection with the sale or issuance of notes, bonds, or other evidences of indebtedness or any contract, instrument, or agreement thereto.

(3) The action taken gave rise to a contractual obligation, including a contract let by competitive bid other than compensation for services in the form of salary or fees for professional services, upon which a party has, in good faith and without notice of a challenge to the validity of the action, detrimentally relied.

(4) The action taken was in connection with the collection of any tax.

(5) Any person, city, city and county, county, district, or any agency or subdivision of the state alleging noncompliance with subdivision (a) of Section 54954.2, Section 54956, or Section 54956.5, because of any defect, error, irregularity, or omission in the notice given pursuant to those provisions, had actual notice of the item of business at least 72 hours prior to the meeting at which the action was taken, if the meeting was

noticed pursuant to Section 54954.2, or 24 hours prior to the meeting at which the action was taken if the meeting was noticed pursuant to Section 54956, or prior to the meeting at which the action was taken if the meeting is held pursuant to Section 54956.5.

(e) During any action seeking a judicial determination pursuant to subdivision (a) if the court determines, pursuant to a showing by the legislative body that an action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 has been cured or corrected by a subsequent action of the legislative body, the action filed pursuant to subdivision (a) shall be dismissed with prejudice.

(f) The fact that a legislative body takes a subsequent action to cure or correct an action taken pursuant to this section shall not be construed or admissible as evidence of a violation of this chapter.



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

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

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

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. 4th 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.4th 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.4th 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.4th 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

Subject: Re: Settlement Agreement
From: Matt Fertal <mattf@ci.garden-grove.ca.us>
Date: Tue, 16 Sep 2014 17:48:27 -0700 (PDT)
To: David Barlag <davidba@ci.garden-grove.ca.us>
CC: Barbara Raileanu <BRaileanu@wss-law.com>, Laura Stover <lauras@ci.garden-grove.ca.us>

I guess I was wanting to confirm with Laura that this was essentially equal. Lura, are we good?

From: "David Barlag" <davidba@ci.garden-grove.ca.us>
To: "Matt Fertal" <mattf@ci.garden-grove.ca.us>
Cc: "Barbara Raileanu" <BRaileanu@wss-law.com>, "David Barlag" <davidba@ci.garden-grove.ca.us>
Sent: Tuesday, September 16, 2014 3:42:24 PM
Subject: Re: Settlement Agreement

Matt that was to compensate for the loss of reportable holiday hour as pers able.

David R. Barlag

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 ~~29th~~ ^{30th} 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.

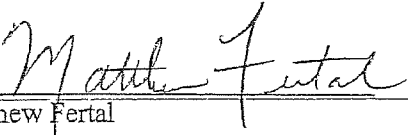
10. Revocation. Employee may revoke this Agreement for a period of seven (7) calendar days following its execution which will coincide with Effective Date. Said revocation must be in writing, must specifically revoke this Agreement, and must be received by the City's Human Resources Director, prior to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

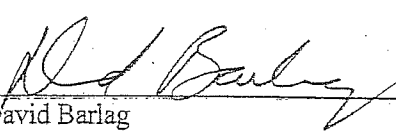
11. Complete Agreement. This is the entire agreement between Employer and Employee with respect to the subject matter herein and this Agreement supersedes all prior and contemporaneous oral and written agreements and discussions.

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

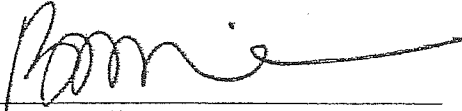
EMPLOYEE

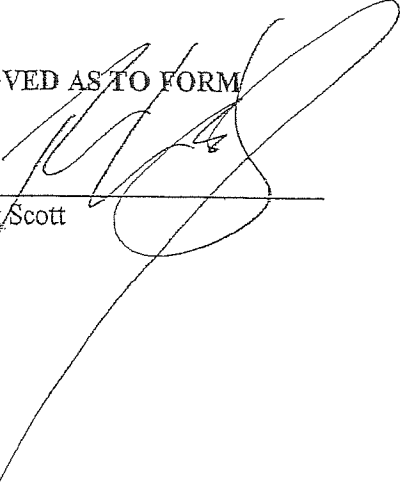

Matthew Fertal
City Manager


David Barlag

APPROVED AS TO FORM

APPROVED AS TO FORM


Barbara Raileanu
Deputy City Attorney


R. Craig Scott

Subject: Re: Settlement Agreement
From: Matt Fertal <mattf@ci.garden-grove.ca.us>
Date: Tue, 16 Sep 2014 17:49:32 -0700 (PDT)
To: David Barlag <davidba@ci.garden-grove.ca.us>
CC: Barbara Raileanu <BRaileanu@wss-law.com>, Laura Stover <lauras@ci.garden-grove.ca.us>

OK Matt

From: "David Barlag" <davidba@ci.garden-grove.ca.us>
To: "Matt Fertal" <mattf@ci.garden-grove.ca.us>
Cc: "Barbara Raileanu" <BRaileanu@wss-law.com>, "David Barlag" <davidba@ci.garden-grove.ca.us>
Sent: Tuesday, September 16, 2014 3:42:24 PM
Subject: Re: Settlement Agreement

Matt that was to compensate for the loss of reportable holiday hour as pers able.

David R. Barlag

Subject: Proposal

From: David Barlag <davidba@ci.garden-grove.ca.us>

Date: Thu, 18 Sep 2014 08:01:24 -0700 (PDT)

To: Matt Fertal <mattf@ci.garden-grove.ca.us>

Matt,

Just FYI I shared the proposal with my attorney, he had some proposal changes as far language and he also felt that the offer could be enhanced as far as value. I understand that you are limited as far as what you can do. Don't take it personal but this is my last shot to negotiate for the rest of my life. I have suffered a lot of professional and personal damage because of the situation.

David R. Barlag

Subject: Call me before you talk to Tom
From: David Barlag <davidba@ci.garden-grove.ca.us>
Date: Thu, 25 Sep 2014 13:45:51 -0700 (PDT)
To: Matt Fertal <mattf@ci.garden-grove.ca.us>

--

David R. Barlag

Fire Chief

Garden Grove Fire Department

davidba@garden-grove.org

www.gardengrovefire.org

Office(714) 741-5618

Cell (714) 357-2654



Subject: Statement regarding resignation
From: David Barlag <davidba@ci.garden-grove.ca.us>
Date: Mon, 29 Sep 2014 13:06:48 -0700 (PDT)
To: Matt Fertal <mattf@ci.garden-grove.ca.us>

Having worked in the fire service for the past 32 years, it has been my pleasure to serve as Fire Chief in Garden Grove. My resignation comes as a means for the department to begin to rebuild.

I will like to thank all the persons, in the City that have been there, providing me support over the years. Garden Grove is and will continue to be a wonderful place to work and the Fire Department will and has always provided an excellent service to its citizens.

David R. Barlag

Note. Ana use whatever works for you in a press release. I know you always make me lock good.

Dave

Subject: Fwd: Fire Chief

From: Matt Fertal <mattf@ci.garden-grove.ca.us>

Date: Tue, 30 Sep 2014 12:39:06 -0700 (PDT)

To: David Barlag <davidba@ci.garden-grove.ca.us>, Kevin Raney <kevinr@ci.garden-grove.ca.us>, Todd Elgin <todde@ci.garden-grove.ca.us>, Kingsley Okereke <kingsley@ci.garden-grove.ca.us>, Kim Huy <kihuy@ci.garden-grove.ca.us>, Susan Emery <susanl@ci.garden-grove.ca.us>, Bill Murray <wem@ci.garden-grove.ca.us>, Charles Kalil <charlesk@ci.garden-grove.ca.us>, Tom Nixon <tomn@ci.garden-grove.ca.us>, Maria Stipe <marias@ci.garden-grove.ca.us>

Dear Central Management,

With much regret, I have accepted Fire Chief Barlag's resignation. It goes without saying that this was a unpleasant situation without any good outcomes for positive resolution. Dave recognized that the situation with the Fire Labor Group had deteriorated to a point that it would have been very difficult for him move the department forward. I hope we can continue to support Dave in anyway we can. Dave has had a distinguished career within the Fire Service. He is a dedicated member of our City family and a great member of our Central Management team.

Although I have just informed the City Council, official notice is still pending. Please keep this information confidential until a formal notice is made public.

Thanks for your support during this difficult time.

Matt

From: "Matt Fertal" <mattf@ci.garden-grove.ca.us>

To: "Steve Jones" <jones4gg@gmail.com>, "Dina Linh" <dinalinhesq@gmail.com>, "CM Beard" <beard4gg@gmail.com>, "vote4chrisphan" <vote4chrisphan@gmail.com>

Sent: Tuesday, September 30, 2014 11:30:17 AM

Subject: Fire Chief

Dear Mayor and City Council,

This morning I met with the Fire Labor Group and presented the resignation of Fire Chief Dave Barlag. The resignation will become effective immediately.

I also informed the Labor Group that the City would commence a nationwide search for the best candidate to fill the Fire Chief position. The Labor Group did suggest that I consider former Garden Grove Fire Chief Warren Hartley, as an Interim Chief. The Labor Group believes that appointing Warren Hartley Interim Chief would be the best option to transition into a positive environment moving forward. I told them that I would take their suggestion into consideration.

Please contact me if you have any questions. Thank you for your support, input and patience with this very complex matter.

Matt

Subject: OFF ROAD PARK ORANGE COUNTY

From: james berry <jfberry@sbcglobal.net>

Date: Mon, 29 Feb 2016 16:39:48 +0000 (UTC)

To: "baon@ci.garden-grove.ca.us" <baon@ci.garden-grove.ca.us>

HI BAO, WE NEED AN OFF ROAD PARK IN ORANGE COUNTY (THERE IS NO LEGAL OFF ROAD PARK, HERE IN ORANGE COUNTY).
WE ARE MEETING WITH OC PARKS FOR A 1073 ACRES 91 FREEWAY, GYPSUM CANYON OFF RAMP.
PLEASE ENDORSE OUR OFF ROAD PARK AND SEND A LETTER TO ANDREW DO.
THE YOUNG GENERATION HAVE NO PLACE TO OFF ROAD.
THANK YOU

SINCERELY

JIM BERRY

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SINCERELY

JIM BERRY

Subject: City of Garden Grove Neighborhood Improvement and Conservation Commission Meeting Agenda for 3/7/16

From: Judy Moore <judym@ci.garden-grove.ca.us>

Date: Mon, 29 Feb 2016 09:11:41 -0800 (PST)

To: Scott Stiles <sstiles@ci.garden-grove.ca.us>, "Zamora, Linda" <lindazamora132@yahoo.com>, Nida Watkins <nidaw@ci.garden-grove.ca.us>, Korea Times <webmaster@koreatimes.co.kr>, "Ramirez, John" <jpr6884@gmail.com>, "Pham, Peterson" <peteronpham@gmail.com>, "Muneton, Walter" <wmuneton1@gmail.com>, "McIntosh, Joshua" <djgummo@yahoo.com>, "Constantino, Nicolas" <nick.constantino@outlook.com>, "Brietigam, George Edward" <gbrietigam@gmail.com>, "Blackmun, Maureen" <mblackmun@gmail.com>, "Campos, Sandra" <scampos@ocregister.com>, Korea Daily <hjha@thekoreadaily.com>, Nguoi Viet <news@nguoi-viet.com>, "ward, david" <dward@ocregister.com>, Vince Vaicaro <vincev@ci.garden-grove.ca.us>, Bao Nguyen <baon@ci.garden-grove.ca.us>, Phat Bui <phatb@ci.garden-grove.ca.us>, Allan Roeder <allanr@ci.garden-grove.ca.us>, Todd Elgin <todde@ci.garden-grove.ca.us>, Anaheim Bulletin <tcisneros@ocregister.com>, Ana Pulido <anap@ci.garden-grove.ca.us>, Bill Murray <wem@ci.garden-grove.ca.us>, Danny Huynh <dannyh@ci.garden-grove.ca.us>, Gail Desby <gdesby@primehealthcare.com>, Greg Blodgett <greg1@ci.garden-grove.ca.us>, Lisa <lisa.bosalet@navy.mil>, Marina Romero <marinar@ci.garden-grove.ca.us>, Melanie Valdes <melaniev@ci.garden-grove.ca.us>, Pam Haddad <pamha@ci.garden-grove.ca.us>, Svetlana Moure <smoure@ci.garden-grove.ca.us>, Tom Nixon <tomn@ci.garden-grove.ca.us>, Ted Apodaca <editor1@localnewspapers.org>, "Mendoza, Steve" <Smendoza@ci.los-alamitos.ca.us>, Maritza Pizarro <maritzap@ci.garden-grove.ca.us>, Steve Jones <stevej@ci.garden-grove.ca.us>, Chris Phan <chrisp@ci.garden-grove.ca.us>, Kris Beard <kbeard@ci.garden-grove.ca.us>, Denise Kehn <denisek@ci.garden-grove.ca.us>, Allison Mills <allisonj@ci.garden-grove.ca.us>, James Eggart <jamese@ci.garden-grove.ca.us>, OCNews <brhoades@localnewspapers.org>, Viet Bao <quyentran@vietbao.com>, GG Journal <ggjournal@mac.com>, LA Times <metrodesk@latimes.com>, Kathy Bailor <kathyb@ci.garden-grove.ca.us>, Teresa Pomeroy <teresap@ci.garden-grove.ca.us>, Judy Moore <judym@ci.garden-grove.ca.us>, "Throne, Timothy" <timothyt@ci.garden-grove.ca.us>

The City of Garden Grove Neighborhood Improvement and Conservation Commission Meeting Agenda for 3/7/16 is here:

<http://www.ci.garden-grove.ca.us/pdf/afm/nicc/a03072016.pdf>

Judy Moore

Department Secretary

Administration

Phone: 714-741-5121

Fax: 714-741-5136

judym@ci.garden-grove.ca.us

Community Development Department of the City of Garden Grove

PROVIDING QUALITY SERVICES THROUGH CREATIVITY & COLLABORATION.

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NICC Agenda 3-7-16.doc	Content-Type: application/msword
	Content-Encoding: base64

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NICC Agenda 3-7-16.doc	Content-Type: application/msword
	Content-Encoding: base64

Subject: Fwd: Great Wolf California VIP Celebration, Thurs. 3/3, 6-9pm

From: Pam Haddad <pamha@ci.garden-grove.ca.us>

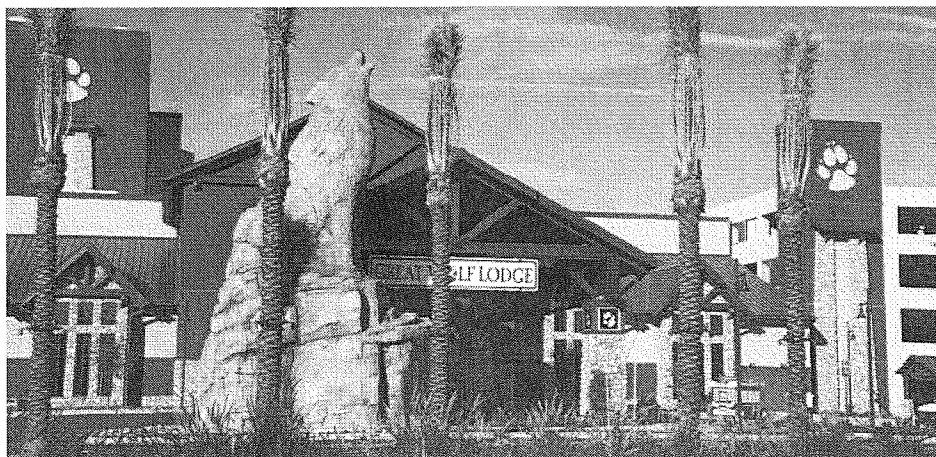
Date: Mon, 29 Feb 2016 12:51:38 -0800 (PST)

To: Bao Nguyen <baon@ci.garden-grove.ca.us>, "Phan, Christopher" <chrisphan1@hotmail.com>, phat <phat@phatbui.com>, Beard Kris <beard4gg@gmail.com>, Steve Jones <jones4gg@gmail.com>

From: "McWhinney" <info@mcwhinney.com>

Sent: Monday, February 29, 2016 12:49:30 PM

Subject: Great Wolf California VIP Celebration



McWhinney and Great Wolf Resorts look forward to celebrating with project partners and industry friends Thursday evening in Southern California.

We wanted to take a moment to share some helpful information prior to your arrival.

Great Wolf Lodge Southern California is located at:
12681 Harbor Blvd.
Garden Grove, CA 92840
(714) 530-9653

VIP Adult Reception:

- Thursday, March 3, 2016 from 6 p.m. till 9 p.m.
- Event check in will begin at 5:30 p.m. located on the conference center level. Please follow the red carpet from the

main lobby.

- Guests will celebrate and sample a variety of Great Wolf Lodge's signature dishes. A special presentation will take place at 7 p.m. inside the ballroom.
Attire for the evening is business dress/cocktail.

VIP Guests Overnighting:

- Please self park in the parking garage and follow signs to the main lobby to check-in.
- Guest rooms will be ready at 4 p.m. on day of arrival. Resort guests may have access to the water park as early as 1 p.m. on day of check-in.
- The resort will hold your bags and guests will receive a text when your room is ready. Lockers and showers are accessible inside the water park.
- Check out is at 11 a.m. and hotel guests can enjoy the waterpark until 9 p.m. after checking out.
- The water park is open each day from 9 a.m. to 9 p.m.

VIP Guests Not Overnighting:

- Please proceed to the resort's main entrance and our onsite valet service will assist you.
- Follow the red carpet and proceed to the conference center level to check in.

Safe travels and we'll see you soon for a howling good time!

McWhinney & Great Wolf Resorts



Like us on Facebook 

Great Wolf Lodge Southern California
12681 Harbor Blvd., Garden Grove, CA. 92840

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McWhinney | 2725 Rocky Mountain Avenue | Suite 200 | Loveland | CO | 80538

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Spam

Not spam

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Subject: Fwd: Great Wolf California VIP Celebration, Thurs. 3/3, 6-9pm

From: Pam Haddad <pamha@ci.garden-grove.ca.us>

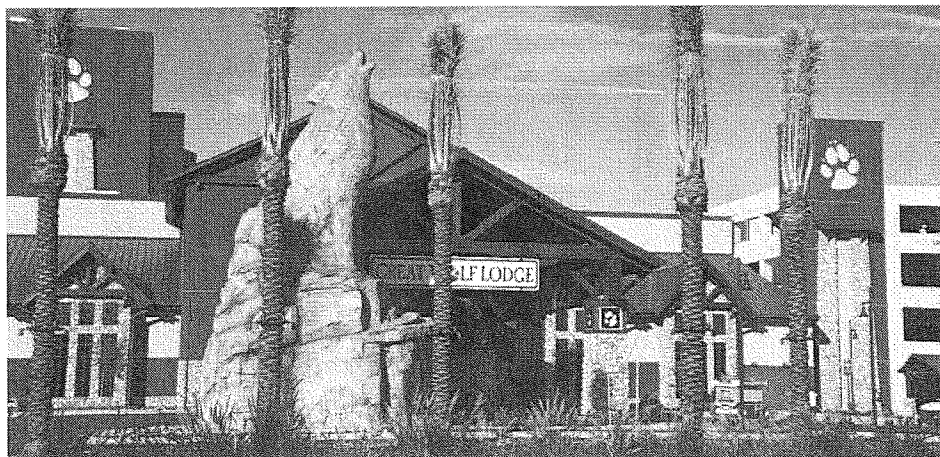
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Like us on Facebook 

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McWhinney | 2725 Rocky Mountain Avenue | Suite 200 | Loveland | CO | 80538

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Forget previous vote

Subject: Re: OFF ROAD PARK ORANGE COUNTY
From: Bao Nguyen <baon@ci.garden-grove.ca.us>
Date: Mon, 29 Feb 2016 15:52:07 -0800 (PST)
To: james berry <jfberry@sbcglobal.net>

Hi,

Please send me your proposal or the website where I can learn more. If you have any letters you've already sent to the county board, please share those as well. Thanks.

On Feb 29, 2016, at 8:40 AM, james berry <jfberry@sbcglobal.net> wrote:

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SINCERELY

JIM BERRY

Subject: Tickets to an Angels Game
From: Helen Myers <HMyers@anaheim.net>
Date: Mon, 29 Feb 2016 23:58:03 +0000
To: "baon@ci.garden-grove.ca.us" <baon@ci.garden-grove.ca.us>

Hello Mr. Nguyen,

James Vanderbilt asked me to contact you and offer 4 tickets to an Angels' game of your choice. The availability for tickets begins as of May 31st. The seats are located in the City's suite, and are quite enjoyable.

Please let me know which team and/or dates you are interested in, and I will reserve them.

Thank you,

Helen W Myers
Council Aide to
James Vanderbilt

HMyers@Anaheim.net
Office: 714-765-5014



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