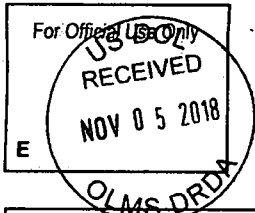


# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved  
Office of Management  
and Budget  
No. 1245-0003  
Expires 07-31-2019



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

685019

1. File Number: C- 65548

## Person Filing

### 2. Name and mailing address (include ZIP Code):

Name David A Garcia  
Title principal consultant  
Organization Buena Creek Management Consulting LLC  
P.O. Box, Bldg., Room No., if any  
Street 2134 Buena Creek Road  
City Vista  
State California ZIP Code + 4 92084-7703

### 3. Any other address where records necessary to verify this report are kept:

Name  
Title  
Organization  
P.O. Box, Bldg., Room No., if any  
Street  
City  
State ZIP Code + 4

### 4. Date fiscal year ends:

Dec 18

### 5. Type of person:

a. ☒ Individual b. ☐ Partnership c. ☐ Corporation d. ☒ Other (Specify): LLC

## Nature of Agreement or Arrangement

### 6. Full name and address of employer with whom made (include ZIP Code):

Name Melinda Sullivan  
Organization Frank D. Lanterman Regional Center  
Trade Name, if any  
P.O. Box, Bldg., Room No., if any  
Street 3303 Wilshire Blvd Suite 700  
City Los Angeles  
State California ZIP Code + 4 90010

### 7. Date entered into:

2 / 3 / 2018

### 8. Name of person(s) through whom made:

Name  
Name  
Name  
Name  
Name

## Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

Title President

President  
(If other title, see instructions)

14. Signed

Title Treasurer

Treasurer  
(If other title, see instructions)

On 10/24/2018 Telephone Number 714-476-3907

On Date Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

Written agreement to provide training on employee communications to exempt managers. Verbal agreement to assist with employee communications relative to NLRB election

please see attachment

#### Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

1. manager training on employee relations and lawful ER communications and 2. assist in producing written communications for employees involved in NLRB election

11.b. Period during which performed:

February 3-March 20, 2018

11.c. Extent performed:

completed

11.d. Name and address through whom performed:

Name David A Garcia

Organization Buena Creek Management Consulting LLC

P.O. Box, Bldg., Room No., if any

Street 2134 Buena Creek Road

City Vista

State California ZIP Code + 4 92084-7703

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

employees eligible to vote in NLRB election

12.b. Identify subject labor organizations:

United Electrical, Radio, and Machine Workers of America

## **AGREEMENT FOR PROVISION OF SERVICES**

**Parties to the Contract:** This Agreement is entered into by and between FRANK D. LANTERMAN REGIONAL CENTER, Melinda Sullivan, Executive Director, referred to hereafter as the "Company") and BUENA CREEK MANAGEMENT CONSULTING LLC (referred to hereafter as "BCMC"). The parties agree that BCMC will provide consulting services to the Company according to the following terms and conditions.

1. **Subject Matter of Retainer Agreement:** BCMC has been retained to represent the Company in connection with an assessment of training needs for managers regarding basic communication skills and to improve knowledge of labor relations law and processes. This Agreement will govern all consulting services performed by BCMC on behalf of the Company commencing with the date that BCMC first performs those services.

**Assessment and Communications Activity:** The parties agree to have BCMC consultants assist in the assessment for training of communication skills, improving employee relations, and assisting with the development of solutions to employee relations issues and possible unionization in consultation with employee/labor relations counsel, and the Executive Director. Consulting hours are not to exceed 14 hours for principal consultant David Garcia and 28 hours for associate consultant Mike Alvarado unless approved by the Executive Director. A preliminary written report of observations and recommendations for training and addressing associated issues will be submitted as well as a training session on lawful labor relations communication processes.

2. **Rates and Expenses:** The Company agrees to pay for all work performed by BCMC consultants at the rate of Two Hundred Seventy Five Dollars per hour (\$275.00/hr) for principal consultant David Garcia and at the rate of Two Hundred Twenty Five Dollars per hour (\$225.00) for associate consultant, Mike Alvarado. The Company also agrees to reimburse BCMC for all reasonable and customary expenses, which may include round-trip air fare, hotel, rental car, meals, telephone and telecommunications costs, research costs, etc. should the need arise and approved by the Executive Director prior to expenditure. Consulting fees will not to exceed \$10,150.00, unless approved by Executive Director.

4. **Billing Statements:** BCMC will send the Company periodic statements for fees and costs incurred. Each statement is due and payable upon receipt. BCMC will charge interest at 12% per annum from the date of the billing statement for amounts outstanding more than sixty (60) days.

5. **Mandatory, Binding Arbitration:** In the event of any dispute between BCMC and the Company concerning this Agreement or the performance of services provided hereunder, it is agreed that the dispute shall be referred to the American Arbitration Association or to a mutually agreeable alternate body for mandatory, binding arbitration. The parties agree that San Diego County, California shall be the proper venue for an arbitration proceeding. The parties agree that any dispute submitted to arbitration shall be decided in accordance with the laws of the State of California. In the event of such a dispute and required arbitration, the prevailing party shall be

entitled to recover reasonable attorney's fees and costs incurred in connection with the proceeding.

6. **Indemnification & Defense:** BCMC and its staff members are familiar with and strive to adhere to the guidelines for all communication and training activities under the National Labor Relations Act and all other regulation in the event that circumstances dictate. The Company acknowledges, however, that unions often file Unfair Labor Practice charges against employers and consultants during the course of activities. The Company agrees to indemnify, defend and hold BCMC, its directors, officers agents, servants and employees harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees and court costs, to which BCMC may become liable or subject by reason of or arising out of the performance or nonperformance of BCMC's duties and activities within the scope of this Agreement, except if and to the extent caused by or arising out of BCMC's negligence, gross negligence or willful misconduct. BCMC shall indemnify, defend and hold Company harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs sustained or incurred by or asserted against Company by reason of or arising out of BCMC's negligence, gross negligence or willful misconduct.

8. **Severability:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

9. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties. Only an instrument in writing signed by both parties may modify this Agreement.

For: **FRANK D. LANTERMAN REGIONAL  
CENTER**

For: **BUENA CREEK  
MANAGEMENT CONSULTING  
LLC**

By: 

By: /s/ David Garcia

Date: 2-12-18

Date: \_\_\_\_\_