

# State of California

A-81-186



## Fair Political Practices Commission

P.O. BOX 807 • SACRAMENTO, 95804 • • • 1100 K STREET BUILDING, SACRAMENTO, 95814

Technical Assistance  
(916) 322-5662

• • Administration • •  
322-5660

• • Executive/Legal • •  
322-5901

• • Enforcement • •  
322-6441

• • Statements of Economic Interest  
322-6444

October 26, 1981

George Osborne, Executive Director  
Santa Ana River Flood Protection Agency  
811 No. Broadway, Suite 600  
Santa Ana, CA 92701

Dear Mr. Osborne:

This is in response to your letter dated October 21, 1981, in which you asked for information regarding your filing obligations pursuant to lobbyist disclosure provisions of the Political Reform Act.

Government Code Section 82039 defines a lobbyist as "...any person who is employed or contracts for economic consideration, other than reimbursement for reasonable travel expenses, to communicate directly or through his agents with any elective state official, agency official or legislative official for the purpose of influencing legislative or administrative action, if a substantial or regular portion of the activities for which he receives consideration is for the purpose of influencing legislative or administrative action."

In reviewing the information enclosed with your letter, it appears that you are receiving compensation to communicate directly with agency and legislative officials for the purpose of influencing legislative or administrative action. Pursuant to Government Code Section 82039, you would therefore be required to register as a lobbyist and file quarterly lobbyist reports.

I have enclosed some materials to aid you with your filing requirements. If you need any additional material or information, please do not hesitate to contact me.

Your Very Truly,

A handwritten signature in cursive script, appearing to read "Lynn Montgomery".

Lynn Montgomery  
Political Reform Consultant

Enclosures

# Santa Ana River Flood Protection Agency

811 North Broadway, Suite 600 Santa Ana, California - 92701 Phone (714) 834-5142

81186  
F P P C

OCT 22 10 12 AM '81

October 21, 1981

Fair Political Practices Commission  
1100 K Street  
Sacramento, CA 95814


Gentlemen:

I have been Executive Director of this joint powers agency since August 31, 1981.

In the agency files I have encountered a letter dated January 30, 1981, from Mr. Bruce W. Mathias addressed to Mr. Edward Just, then Executive Director of this agency. A copy of the letter is enclosed.

Please review the enclosed copy of the contract for my services and advise me of my obligations for filing and reporting under applicable state law.

Sincerely,

  
\_\_\_\_\_  
George Osborne  
Executive Director

GO:jr

Enclosures (2)

A G R E E M E N T

F P P C  
EXECUTIVE DIRECTOR SERVICES

OCT 22 10 12 AM '81  
1 THIS AGREEMENT is entered into this 31<sup>st</sup> day of AUGUST,

2 1981, between the SANTA ANA RIVER FLOOD PROTECTION AGENCY, hereinafter  
3 referred to as "AGENCY" and H. G. OSBORNE, hereinafter referred to as  
4 "CONTRACTOR."

5 WHEREAS, the Santa Ana River Flood Protection Agency was created  
6 under the terms of an agreement dated December 31, 1974, for the purpose  
7 of the exercise of the common powers of the parties, and particularly,  
8 to do the following:

9 A. To disseminate information on the flood hazard potential of the  
10 Santa Ana River and feasible plans for mitigating the flood threat;

11 B. To seek a position of unanimity and a statement of mutual  
12 interest of the citizens of Orange, Riverside and San Bernardino Counties  
13 in support of the most feasible alternative plan for flood protection  
14 along the Santa Ana River;

15 C. To solicit Congressional authorization and appropriations for  
16 works of improvement; and

17 WHEREAS, AGENCY has the power to make and enter into contracts and  
18 to retain a part-time officer for the exercise of its powers; and

19 WHEREAS, the AGENCY desires to contract for the services of a person  
20 who is by training and experience competent to act as AGENCY'S Executive  
21 Director; and

22 WHEREAS, CONTRACTOR, a Registered Civil Engineer, possesses the  
23 education, experience and personal characteristics necessary to provide  
24 the desired services;

25 NOW, THEREFORE, IN CONSIDERATION of mutual promises, covenants and  
26 conditions hereinafter set forth, the parties hereto agree as follows:

27 1. The term of the Agreement shall be from the date recorded above  
28 until June 30, 1982, and shall be automatically renewed on July 1 of each

1 subsequent year unless either party gives thirty (30) days advance  
2 notice of non-renewal. In addition, the Agreement may be terminated for  
3 cause by either party upon the giving of a thirty (30) day notice in  
4 writing.

5 2. CONTRACTOR'S services shall be rendered under the general  
6 direction and supervision of the Executive Committee of the AGENCY.

7 3. CONTRACTOR'S services shall be as an independent contractor and  
8 he shall not be an employee of AGENCY or its constituent members.

9 4. CONTRACTOR agrees to secure at his own expense all offices,  
10 clerical and miscellaneous services necessary to perform the services  
11 required under this Agreement. CONTRACTOR shall exonerate, indemnify  
12 and hold harmless AGENCY from and against any and all liability, claims,  
13 loss, damage or expense by reason of any act or omission of any employee,  
14 servant or agency of CONTRACTOR.

15 5. AGENCY agrees that CONTRACTOR may represent other clients in  
16 addition to his responsibilities as CONTRACTOR under this Agreement, but  
17 the interests of AGENCY shall be superior to those of any other client.  
18 Should a potential conflict of interest ever arise, CONTRACTOR shall  
19 immediately notify AGENCY. Furthermore, CONTRACTOR shall provide AGENCY  
20 with the names and addresses of all clients served by written contract  
21 and a summary of the scope of services provided in those contracts so  
22 that AGENCY may identify any potential conflicts. If a potential  
23 conflict is identified by either party, CONTRACTOR and Executive Committee  
24 shall agree on CONTRACTOR'S further role in the conflicting matter. A  
25 written copy of the Agreement shall be prepared, signed and maintained by  
26 both parties.

27 6. In consideration of CONTRACTOR'S rendering the services to  
28 AGENCY set forth in this Agreement, AGENCY agrees to pay to CONTRACTOR

1 the amount of \$1,930/month for such services, which shall include full  
2 compensation for all services except travel outside the Los Angeles,  
3 Orange, Riverside and San Bernardino County areas, and hotel expenses.  
4 Said travel and hotel expenses shall be reimbursable in accordance with  
5 the rules and regulations established by the County Auditor/Controller.  
6 Said monthly amount of \$1,930 shall be paid on or before the tenth of  
7 each month, commencing October, 1981, and continue until this Agreement  
8 is terminated. In the event of termination prior to the end of any  
9 month, the final payment shall be prorated to reflect the number of days  
10 the Agreement is in force. Said monthly amount shall be subject to  
11 change by resolution of AGENCY'S Commission at the time of adoption of  
12 the yearly budget and the previous year's change in the Consumer Price  
13 Index shall be considered.

14 7. CONTRACTOR'S services shall consist of the following:

15 A. Set up and maintain an operative office in Santa Ana,  
16 California;

17 B. Advocate the interests of AGENCY with members of Congress,  
18 Federal agencies, boards, commissions, committees, and their staffs;

19 C. Advocate the interests of AGENCY with members of the state  
20 legislature, state agencies, boards, commissions, committees and  
21 their staffs;

22 D. Provide liaison between cities, counties of the Santa Ana  
23 River watershed (Riverside, San Bernardino and Orange), agencies of  
24 the State of California, and the Corps of Engineers and other  
25 federal agencies involved in the processing of the Santa Ana River  
26 Main Stem Project to completion;

27 E. Solicit cooperation among the local agencies of the Santa  
28 Ana River watershed in the interest of securing a unified position

1 of support for the ultimate completion of the Santa Ana River Main  
2 Stem Project;

3 F. Monitor, assist and expedite each step in the process of  
4 securing completion of the Santa Ana River Main Stem Project;

5 G. Report periodically, at least annually, in writing to the  
6 agencies, commissioners, concerning the nature and extent of services  
7 rendered hereunder;

8 H. Maintain regular contacts with elected representatives,  
9 their staffs, the Corps of Engineers and other federal officials, so  
10 as to be aware of local, state and federal needs, desires, policies  
11 and impacts relevant to the support and processing of the Santa Ana  
12 River Project to completion.

13 8. CONTRACTOR and AGENCY agree that part of the services purchased  
14 by AGENCY in this Agreement include CONTRACTOR'S maintaining suitable  
15 office facilities and clerical support for performing the services under  
16 this Agreement. Such office facilities shall be available for use by  
17 AGENCY commissioners in the performance of their AGENCY business in  
18 Santa Ana, California.

19 9. CONTRACTOR shall procure and keep in force public liability and  
20 property damage insurance satisfactory to the AGENCY covering automobiles  
21 owned, operated, leased, maintained or used by the CONTRACTOR in the  
22 conduct of AGENCY business. The minimum combined coverage for public  
23 liability and property damage shall be \$400,000 for each accident. Such  
24 insurance policy to be for the protection of both the AGENCY and the  
25 CONTRACTOR.

26 10. CONTRACTOR shall procure and keep in force Workmen's Compensation  
27 Insurance covering all persons he may employ in the course of performing  
28 his obligations under this contract, and shall file with the County

1 Auditor/Controller a certificate of Workmen's Compensation Insurance,  
2 issued by an admitted insurer.

3 11. AGENCY shall not be liable for any act or acts of the CONTRACTOR  
4 and nothing herein contained shall be construed as creating the relation-  
5 ship of employer and employee between the parties. CONTRACTOR shall be  
6 deemed to be at all times an independent CONTRACTOR and the provisions  
7 of this contract referring to the direction from the Executive Committee  
8 of AGENCY shall be construed as providing for direction as to policy and  
9 the result of the CONTRACTOR'S work only, and not as the means by which  
10 such result is accomplished.

11 12. This contract shall be personal and not assignable.

12 13. This Agreement shall be construed and interpreted according to  
13 the laws of the State of California.

14 14. Any notice or notices required or permitted to be given  
15 pursuant to this Agreement may be personally served on other party  
16 by the party giving such notice, or may be served by certified mail,  
17 postage prepaid, return receipt requested, to the following addresses:

18 AGENCY: Chairman, Santa Ana River Flood Protection Agency  
19 c/o Clerk of the Orange County Board of Supervisors  
20 10 Civic Center Plaza  
Santa Ana, California

21 CONTRACTOR: H. G. Osborne  
22 1225 Crestview Drive  
23 Fullerton, California 92633  
24  
25  
26  
27  
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
2 on the day and year dated below.

3 SANTA ANA RIVER FLOOD PROTECTION  
4 AGENCY, a joint powers agency

5 Dated Aug. 31, 1981

6 By   
Commission Chairman

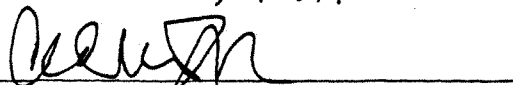
7 ATTEST:

8  
9 

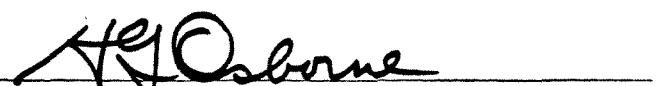
10 APPROVED AS TO FORM:

11 ADRIAN KUYPER, COUNTY COUNSEL

12 AC. WAHLSTEDT, ASST.

13 By 

14 Dated Aug 26, 1981

15  
16  
17 By   
18 H. G. Osborne  
19 "CONTRACTOR"

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22  
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