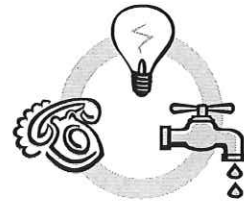


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

SPECIAL MEETING AGENDA
JULY 13, 2017 8:30 A.M.



President Mark D. Radecki
Commissioner Abraham N. Cruz
Commissioner Catherine Marcucci
Commissioner Cory C. Moss
Commissioner Newell W. Ruggles



Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Commission:

- ▶ **Agenda Items:** *Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.*
- ▶ **Public Comments (Agenda Items Only):** *During public comments, if you wish to address the Commission during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Commission concerning any item that has been described in the notice for the Special Meeting.*

Americans with Disabilities Act:

- ▶ *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

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1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **ACTION ITEMS**

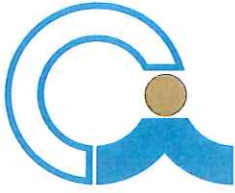
- 5.1 Consideration of an Engagement for Professional Services between the Industry Public Utilities Commission and the Bouza Law Firm.

RECOMMENDED ACTION: Approve the Engagement for Professional Services.

6. Adjournment. Next regular meeting: Thursday, July 20, 2017 at 9:00 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1



INDUSTRY PUBLIC UTILITIES COMMISSION

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

MEMORANDUM

TO: Honorable President and Members of the Industry Public Utilities Commission

FROM: Paul J. Philips, Public Utilities Director

DATE: July 13, 2017

SUBJECT: Proposed Engagement for Professional Services submitted by the Bouza Law Firm

Attached please find correspondence from Anthony S. Bouza, Esq., dated June 14, 2017. As you will recall, the Board of Directors of the Industry Public Utilities Commission ("IPUC") acted to appoint Anthony S. Bouza, Esq., as General Counsel for the IPUC going forward.

Accordingly, Mr. Bouza has outlined the terms and the amount of the retainer for the next two years.

IT IS RECOMMENDED that the Commission review and direct staff accordingly.

BOUZA LAW FIRM

A PROFESSIONAL LAW CORPORATION

3250 OCEAN PARK BOULEVARD, SUITE 355
SANTA MONICA, CALIFORNIA 90405
TELEPHONE (310) 633-7947

June 14, 2017

WRITER'S EMAIL ADDRESS:

TONYBOUZA@BOUZALAW.COM

VIA EMAIL:

paul@cityofindustry.org

Mr. Paul J. Philips
Industry Public Utilities Commission
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744-0366

Re: Engagement for Professional Services

Dear Mr. Philips:

Thank you for retaining me to represent the Industry Public Utilities Commission (“IPUC”) and appointing me to act as the General Counsel for the IPUC. Subject to the IPUC’s confirmation and ratification of the terms thereof as set forth in this letter, I accept that appointment. Our firm’s policy, as well as provisions of the California Business & Professions Code in certain circumstances, require having a written agreement with clients setting forth the arrangements upon which legal services will be performed. This letter will confirm the terms under which the IPUC has retained me and our firm.

1. Services. Our service will consist of providing advice and counsel to the IPUC, including, without limitation, attending public hearings on such matters as arise from time to time. Our service will not cover litigation or arbitration, but we will consult and cooperate with separate counsel engaged for such matters. In addition, from time to time, we may engage counsel with expertise in such areas as we deem appropriate for matters confronting IPUC, and the cost of which shall be reimbursed, without any mark up, by IPUC.

2. Monthly Fee. Excluding additional costs for separate counsel as outlined above, out of town travel, or other unusual costs, our fees for services shall be fixed at Forty Thousand Dollars (\$40,000) per month, which shall be paid monthly, in arrears. That sum shall not be increased if the workload is higher than anticipated, nor shall it decrease if the workload is less than anticipated.

3. Term. This engagement shall commence upon July 1, 2017, and expire on June 30, 2019, unless (a) extended by the parties, or (b) terminated by IPUC for “good cause” or by me. If IPUC terminates this engagement prematurely without “good cause”, then, as the only remedy, I shall be entitled to the balance of the monthly fees that would have been paid through the expiration of the term.

Mr. Paul J. Philips
June 14, 2017
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4. Insurance. The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to the IPUC. We hereby confirm that the firm does maintain such insurance coverage.

5. Conflicts of Interest. We cannot, without appropriate consents, represent any party if there is a conflict of interest with any of our other clients. In order to avoid conflicts of interest among our clients, we maintain an index of relevant names. In connection with any matter that we handle, you will provide us, from time to time, with the identities of the relevant parties involved in the transaction in a timely manner so we can conduct a conflicts check. In addition, please inform us at once if you learn in the future of other persons or entities who may be involved in such matters so we can make a conflict of interest search with respect to them.

6. Waiver of Conflicts. As you know, our practice includes representing a wide range of parties in a wide range of transactions throughout California and elsewhere. Accordingly, it is central to our agreement to represent the IPUC that such representation shall not preclude us from representing any other party whatsoever in any other matter except for matters that involve litigation directly adverse to the IPUC or the City of Industry. We have been, are, and will remain allowed to represent clients in transactional and entitlement matters before the City of Industry and its various agencies and affiliates (other than the IPUC) without disclosing such situations or seeking approval from the IPUC or the City of Industry. Nevertheless, under no circumstances will we disclose to any third parties information relating to the IPUC which we believe to be confidential (*i.e.*, trade secrets and matters covered by the attorney-client and work product privilege), nor utilize any such information in any matter or proceeding without the IPUC's consent; provided, however, that if such information must be divulged to properly represent such third parties, then we would be required to promptly withdraw from such representation. In no event will we disclose any such confidential information regarding third parties or other clients to the IPUC or the City of Industry nor utilize any such information in any matter or proceeding without such parties' consent. Your execution of this letter constitutes your agreement to the foregoing.

7. Authority. The IPUC acts through its commission and director(s). To facilitate our representation of the IPUC, we will primarily communicate with, and take direction from the Utilities Director of the IPUC, until otherwise directed in writing. We may rely upon such individual's authority in all matters relating to the IPUC until otherwise instructed in writing.

BOUZA LAW FIRM

Mr. Paul J. Philips
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8. Confirmation of Agreement. Please confirm your agreement to the terms of this engagement letter by signing the enclosed copy of the letter and returning it to us.

I appreciate the opportunity to work with you.

Very truly yours,



Anthony S. Bouza

APPROVED, ACCEPTED AND AGREED THIS ___ DAY OF JUNE, 2017,
WITH FULL AUTHORITY.

INDUSTRY PUBLIC UTILITIES COMMISSION

By: _____
Paul J. Philips, Utilities Director