

BOUZA LAW FIRM

A PROFESSIONAL LAW CORPORATION

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SANTA MONICA, CALIFORNIA 90405
TELEPHONE (310) 633-7947

September 10, 2018

WRITER'S EMAIL ADDRESS:

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VIA EMAIL:

escisneros@ci.commerce.ca.us

ncopado@agclawfirm.com

Mr. Edgar Cisneros, City Administrator
City of Commerce
2535 Commerce Way
Commerce, CA, 90040

Norma Copado, Esq.
City Attorney
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy. North
Suite 400 - West Tower
City of Industry, CA 91746

Re: Engagement for Professional Services

Dear Mr. Cisneros and Ms. Copado:

Thank you for retaining our firm to represent the City of Commerce and/or its various agencies, boards, commissions, or affiliates (collectively, the "City"), in connection with various real estate and/or land use matters. Our firm's policy, as well as provisions of the California Business & Professions Code in certain circumstances, require that we have a written agreement with our clients setting forth the arrangements upon which we perform legal services. This letter will confirm the terms under which you have retained us for this matter and any additional matters we handle on your behalf or at your direction.

1. Attorneys' Fees and Costs. We will bill you for our services monthly. Our fees will be based on our hourly time charges. The time charges will be for all time actually expended, including travel time. My billing rate is \$650 per hour.

Because of factors beyond our control, it is impossible to determine in advance the amount of fees and costs needed to complete this matter. In addition to charges for legal services, if we incur any unusual costs and expenses--such as messenger fees, filing fees, large copying costs, and the like—then we will ask you to reimburse us for these items at our standard rates in effect at the time the expense is incurred. In certain cases, we will ask you to pay these expenses directly.

Our firm has always operated on the basis that we will deliver high quality legal services in a timely fashion and at a reasonable price; in return, we request that upon receipt of

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our statements, you review the statements at that time to determine if you have any questions or comments regarding them. If so, please call us. If not, we expect that you will make payment to us promptly. Furthermore, we reserve and you agree that we have the right to withdraw as your counsel if you fail to pay our statements and other bills in a timely manner.

2. Fee Limit. In addition, until authorized by City in writing (for which an email will suffice) the total value of services provided by our firm will not exceed Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate. Of course, this means that, without such authorization, our firm will need to stop work when that limit is reached.

3. 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 you. We hereby confirm that the firm does maintain such insurance coverage.

4. 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 this matter, we have searched our index for the following names: City of Commerce. Please advise us, at or before the time you return the signed copy of this letter, if you know of any other individuals or entities which may be involved in this matter. In addition, please inform us at once if you learn in the future of other persons or entities who may be involved so we can make a conflict of interest search with respect to them.

5. 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 City that such representation shall not preclude us from representing any other party whatsoever in any other matter except for matters that involve litigation and are directly adverse to the City. We have been, are, and will remain allowed to represent clients in transactional and entitlement matters before the City and its various agencies and affiliates without disclosing such situations or seeking City's approval. Of course, we would not represent any party against the City with respect to any matter for which we have represented the City. Nevertheless, under no circumstances will we disclose to any third parties information relating to the City 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 City'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 City 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.

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6. Authority. The City acts through its various boards, commissions, agencies, agents and the City Council. To facilitate our representation of City, we will primarily communicate with, and take direction from, the City Administrator and/or the City Attorney, until we are otherwise directed in writing. Further, until otherwise directed in writing, we may rely upon the City Administrator's and/or City Attorney's authority in all matters relating to the City and shall assume that the City Administrator and/or the City Attorney is providing such updates and disclosures to the City as is required, necessary, and/or appropriate.

7. Confirmation of Agreement. Please confirm your agreement to the terms of this engagement letter by signing it below and returning it to us.

I appreciate the opportunity to work with you.

Very truly yours,



Anthony S. Bouza

APPROVED, ACCEPTED AND AGREED THIS 11 DAY OF SEPTEMBER, 2018,
WITH FULL AUTHORITY.

CITY OF COMMERCE

By: 

Edgar Cisneros, City Administrator

Approved as to Form:

By: _____

Noel Tapia, City Attorney