

EXHIBIT A



Ryan D. Childers
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January 14, 2016

Mr. Jurg Heuberger
Executive Officer
Imperial Local Agency Formation Commission
1122 State Street, Suite D
El Centro, CA 92243

Re: ATTORNEY-CLIENT FEE CONTRACT

Mr. Heuberger:

The following is the written fee contract (the "agreement") that California law requires lawyers to have with their clients. Attorney Ryan D. Childers and Childers & Associates, Attorneys at Law, hereinafter referred to as "Attorney", will provide legal services to the Imperial County Local Agency Formation Commission, hereinafter referred to as "LAFCO."

1. **CONDITIONS.** This agreement will not take effect until you return a signed copy of this agreement.

2. **SCOPE OF SERVICES.** LAFCO is hiring Attorney, to represent it in general counsel matters. Attorney will provide those legal services reasonably required to represent LAFCO. Attorney will take reasonable steps to keep LAFCO informed of progress, advise LAFCO of events that we deem significant, and respond to its inquiries as promptly as the press of business will allow. If a court action is filed, Attorney will represent LAFCO through trial and post-trial motions. Unless LAFCO and Attorney make a different agreement in writing, this agreement will govern all future services I may perform for LAFCO.

3. **CLIENT'S DUTIES.** LAFCO agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of developments, to abide by this agreement, and to pay Attorney bills on time.

4. **LEGAL FEES AND BILLING PRACTICES.** LAFCO agrees to pay by the hour at Attorney's prevailing rates for time spent on its matters by his legal personnel. LAFCO acknowledges that

Attorney has made no promises to LAFCO about the total amount of attorney's fees to be incurred by the LAFCO under this agreement. Attorney's current hourly rates for legal personnel are set forth on the attached Rate Schedule. LAFCO agrees to tender a minimum monthly retainer of \$450.00 to be credited against any time billed for services rendered during that month. Attorney reserves the right to increase his fee from time-to-time but will not do so without prior approval from LAFCO.

5. **BILLING STATEMENTS.** Attorney will send LAFCO periodic statements for fees and costs incurred. Each statement will be due within 10 days of its date. LAFCO may request a statement at intervals of no less than 30 days. If LAFCO does, Attorney will provide one within 10 days.

6. **EFFECTIVE DATE.** This agreement will take effect when LAFCO has returned a fully executed copy of this agreement to Attorney, but its effective date will be retroactive to the date Attorney first performed services on LAFCO's behalf. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, LAFCO will be obligated to pay Attorney the reasonable value of any services he may have performed for LAFCO.

Dated: January 14, 2016



Ryan D Childers
Attorney at Law

LAFCO acknowledges that it has read and understands the foregoing terms, and those set forth on the attached Rate Schedule and agrees to those, as of the date Ryan D. Childers, Attorney at Law, first provided services. LAFCO agrees to be liable for all obligations under this agreement.

LAFCO

Dated: January _____, 2016

By: _____
Jurg Heuberger
Executive Officer

RATE SCHEDULE

A. **IDENTIFICATION**

Client: LAFCO

Matter: General Counsel

B. **HOURLY RATES FOR LEGAL PERSONNEL**

Attorney	\$150.00/hour
Pass Through	\$250.00/hour
Legal Staff	\$75.00/hour

C. **STANDARD CHARGES**

We charge for our time in minimum units of 2/10th hours.

D. **COSTS AND EXPENSES**

In-office photocopying	.15/page
Facsimile	.25/page
Mileage	IRS Rate

E. **SUBJECT TO CHANGE**

The rates on this schedule are subject to change with LAFCO approval. If LAFCO declines to pay any increased rates, I will have the right to withdraw as its attorney.