

EXECUTIVE OFFICER'S REPORT

To The
Local Agency Formation Commission

Commissioner **David West** [Public]

Commissioner **Michael Kelley** [Supervisor]

Commissioner **Jason Jackson** [City] (Vice-Chair)

Commissioner **Ray Castillo** [Supervisor] (Chair)

Commissioner **Maria Nava-Froelich** [City]

Alternate Commissioner **Jesus E. Escobar** [Supervisor]

Alternate Commissioner **Jim Predmore** [City]

Alternate Commissioner **Ed Snively** [Public]

REPORT DATE: May 2, 2019

FROM: Jurg Heuberger, Executive Officer 

PROJECT: Extension of Contract for legal services with Childers & Associates

HEARING DATE: May 23, 2019

TIME: 08:30 a.m.

AGENDA ITEM NO: 6

HEARING LOCATION: El Centro City Council Chambers, 1275 Main St., El Centro, CA 92243

RECOMMENDATION(S) BY THE EXECUTIVE OFFICER (In Summary & Order)

OPTION #1: Approve the Extension of Contract for services with Childers & Associates

OPTION #2: Provide alternative direction

ANAYLSIS/REPORT

The Commission as well as the Executive Officer requires the services of legal counsel at various times, including attendance at the Commissions hearings.

Your Commission approved the retention of a private law firm to serve on an "as needed" basis. The Law Firm of Childers & Associates was selected, and a contract was entered on March 18, 2011.

The contract was for a fixed base fee and extended for an additional three-year term on March 22, 2012 and again for an additional three-year term on January 28, 2016.

It is now necessary to consider an additional extension of the contract for a new term.

Childers & Associates has provided the attached proposal for your consideration.
In comparison to the existing contact, please see as follows:

EXHIBIT A

<u>Current</u>	<u>Proposed</u>
Annual fixed base \$5,400.00	Annual fixed base \$9,000.00
Hourly rate \$150.00	Hourly rate \$225.00
Pass Thru Hourly rate \$200.00	Pass Thru Hourly rate \$325.00
Term 3 years	Term 3 years

In the opinion of the Executive Officer, Childers & Associates has provided quality and timely as well as cost effective legal services to this LAFCO. Furthermore, the need for legal services has been limited and barring a radical change in our operation should continue to stay in a similar mode.

At this time, the Executive Officer believes that an extension of the Childers & Associates services is needed, timely and appropriate.

Public Notice:

Public notice for the proposed contract hearing before the Commission has been given, according to Section § 56150. Notice was issued in the form of a publication in the Imperial Valley Press at least twenty-one (21) days prior to said hearing and posted on our webpage.

Report:

In accordance with Section § 56665, the Executive Officer has prepared a report, and presented said report to your Commission and to any public member requesting such report. In addition, a copy of said report has been issued to any party requesting a copy.

Conflict of Interest Statement:

To date (at the writing of this report), no Commissioner has indicated that there is any conflict of interest with regard to this contract. The Executive Officer does not have any type of known conflict of interest or financial gain as a result of this contract.

EXECUTIVE OFFICERS RECOMMENDATION

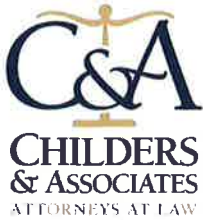
It is the recommendation of the Executive Officer that LAFCO conduct a public hearing and consider all information presented in both written and oral form. The Executive Officer then recommends, assuming no significant public input warrants to the contrary, that LAFCO take the following action:

OPTION #1: Approve the Extension of Contract for services with Childers & Associates

OPTION #2: Provide alternate direction

EXHIBIT A: Childers & Associates Proposal dated March 25, 2019

EXHIBIT A



Ryan D. Childers
Philip J. Krum, Jr.
Steven M. Yonan

1430 Broadway Street
El Centro, CA 92243

Phone: (760) 353-3484
Fax: (760) 370-0522

March 25, 2019

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 \$750.00 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: March ____, 2019

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: March ____, 2019

By: Jurg Heuberger
Executive Officer

RATE SCHEDULE

A. **IDENTIFICATION**

Client: LAFCO

Matter: General Counsel

B. **HOURLY RATES FOR LEGAL PERSONNEL**

Attorney	\$225.00/hour
Associate Attorney	\$175.00/hour
Pass Through	\$325.00/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	.25/page
Facsimile	.50/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.