



AGENDA ITEM 6A

MEETING: May 18, 2022
TO: Humboldt LAFCo Commissioners
FROM: Colette Santsche, Executive Officer
SUBJECT: **Professional Services Contract for Executive Officer**
The Commission will consider approving the professional services contract for executive officer services for another two year term from July 1, 2022 to June 30, 2024.

Local Agency Formation Commissions (LAFCo) are individually responsible under the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 for making their own provisions for personnel and facilities. In making their own provisions, LAFCos may choose to contract with a public or private entity in accordance with Government Code Section 56380. The CKH Act also prescribes personnel requirements for LAFCo under Government Code Section 56384, and marked by appointing an executive officer to conduct and perform the day-to-day business of the agency. This statute also directs LAFCos to appoint additional staff as it deems appropriate in fulfilling its regulatory and planning duties.

BACKGROUND

Humboldt LAFCo has contracted with Planwest Partners Inc. for executive officer services since 2007, with contract renewal considered every two-years by mutual written agreement. A Request for Proposals (RFP) process was previously carried out for the two-year contract period: July 1, 2018 – June 30, 2020 during which Planwest was selected to continue with staffing services.

At the March 16, 2022 Regular Meeting, the Commission directed staff to prepare a contract extension for the July 1, 2022 to June 30, 2024 term. As such, staff has drafted the proposed contract which is included as Attachment A. This contract includes updated rates for both the Executive Officer, Clerk, and other support staff positions.

RECOMMENDATION

It is recommended the Commission discuss Planwest's Executive Officer Staffing Services contract and provide direction concerning authorization. Potential options include, but are not limited to, acceptance of the contract as submitted, interviewing the Planwest applicants concerning details of the contract, negotiating with the Planwest regarding possible modification of the contract, and/or rejecting the contract and beginning a Request for Proposal process.

Attachments

Attachment A: Planwest Contract for Executive Officer Services

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HUMBOLDT LOCAL AGENCY FORMATION COMMISSION
AND
PLANWEST PARTNERS INC.**

This Agreement is made and entered into this 18th day of May 2022, by and between the Humboldt Local Agency Formation Commission (hereinafter referred to as “LAFCo”), a California public entity, and Planwest Partners, Inc., a California corporation (hereinafter referred to as “Planwest”).

The parties agree as follows:

1. Pursuant to California Government Code section 56375 and 56384 and related law, LAFCo has the authority to contract for professional and consulting services to implement and perform the functions of LAFCo.
2. LAFCo contracts with Planwest to provide executive officer services and related functions, and Planwest agrees to perform such services, for the term of July 1, 2022 through June 30, 2024.
3. Planwest has provided such services pursuant to prior Agreements since 2007 and is familiar with the needs and requirements of LAFCo for executive officer services.
4. Planwest, for the term of this Agreement, shall provide such executive officer and related services to LAFCo, including but not limited to:
 - a. Scheduling and preparing for regular and special meetings of the Commission, including preparation and timely transmittal of the meeting agenda and related reports and recommendations and presentation of the reports at the meetings.
 - b. Managing the day-to-day operations of the Commission.
 - c. Maintaining the Commission’s website, including posting meeting materials, minutes, and other public documents.
 - d. Preparing special reports and studies as mandated by statute, including municipal service reviews and sphere of influence updates.
 - e. Processing applications for city and district formations, annexations, reorganizations, consolidations, detachments, and out of agency service extensions.
 - f. Administering the adopted LAFCo budget by maintaining budget controls, records, files, and making timely payments of claims and deposits of revenues with the County Auditor.

- g. Monitoring new and proposed State and local legislation that pertains to LAFCo and representing Humboldt LAFCo at CALAFCO and professional associations.
 - h. Coordinating with LAFCo counsel on legal issues and other matters that may require an oral or written interpretation or opinion from legal counsel.
 - i. Building and maintaining positive working relationships with regular and alternate commissioners, local governmental agencies, and members of the public.
 - j. Providing technical assistance, especially with regard to applicant proposals.
 - k. Other administrative and executive services as may be requested or directed by the Commission.
5. Work shall be performed in a manner consistent with the usual and customary standards of the applicable profession and all work product shall be subject to review and acceptance by LAFCo.
 6. The parties expressly agree and intend that Planwest shall perform the services pursuant to this Agreement as an independent contractor. LAFCo shall direct or assign the nature of the service to be performed or the result requested, but Planwest shall have control over the manner and details of how the work is performed. Planwest and its employees, partners, agents, subcontractors, or other persons or entities performing work pursuant to this Agreement shall not be considered as an employee of LAFCo or the County of Humboldt for any reason, and shall not be entitled to participate in any LAFCo or County pension plan, worker compensation insurance, or other benefits of employment.
 7. Planwest's services will be provided to LAFCo primarily by Colette Santsche as the individual designated as Executive Officer by LAFCo. Other services, including analyst/clerk assignments, shall be provided as needed by Planwest's planning and technical support staff, at the discretion of Planwest.
 8. As compensation for the services performed pursuant to this Agreement, LAFCo shall pay Planwest on a time and materials basis, based on itemized invoices submitted to LAFCo. Each invoice shall document Planwest's time and material expenses and reasonably designate the date of service, the person providing the service, the task performed, and the time or expense incurred. LAFCo shall process each invoice in a timely manner and make payment within a reasonable time. Planwest's schedule of rates and charges are attached to this Agreement as **Exhibit A**, which is incorporated by reference as if set forth in full herein.
 9. In the event that Planwest has conflict of interest that precludes it from providing any service pursuant to this Agreement, it shall promptly notify the LAFCo chair and LAFCo legal counsel in writing of the conflict and the basis for the conflict. Planwest is responsible to exercise due diligence to ascertain when a conflict or potential conflict exists and to promptly provide the required notice.

10. Planwest shall maintain throughout the term of the contract, and for a minimum of six months following completion and acceptance by LAFCo of all services under the contract, the minimum insurance coverages, minimum limits, and endorsements and conditions as follows:
 - a. Commercial General Liability - with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.
 - b. Commercial or Business Automobile Liability - for owned, non-owned or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 - c. Workers' Compensation - Statutory Limits.
 - d. Employers Liability Insurance - with a limit of not less than \$100,000 per claim.
 - e. Additional Insured Endorsement - The policy or policies providing insurance as required above, with the exception of commercial or business automobile liability, workers' compensation and employers liability, shall be endorsed to name as additional insured Humboldt LAFCo and its elected and appointed officials, officers, and agents. All insurance of Planwest shall be primary to any insurance that may otherwise provide coverage to LAFCo for any covered claim.
11. Planwest shall defend, indemnify and hold harmless LAFCo and its elected and appointed officials, officers, and agents to the fullest extent permitted by law against all claims for losses arising out of or relating to Planwest's performance of professional services under this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of LAFCo or their elected and appointed officials, officers, and agents.
12. This written Agreement is the sole and entire Agreement between the parties. Any modification or amendment to this Agreement must be in writing and signed by the parties.
13. This Agreement is entered into in Humboldt County, California and shall be construed in accordance with the laws of the State of California. Should any dispute arise between the parties, including but not limited to the propriety of any billings of Planwest for services pursuant to the Agreement, the parties shall meet and confer in good faith in an attempt to resolve the issue. If the parties are unable to reach a resolution, the matter shall be resolved by binding arbitration. The parties shall mutually agree to the selection of an arbitrator. If they are unable to reach such an agreement, they shall request the judge of the Humboldt County Superior Court with primary responsibility for civil matters, or the presiding judge of that court, to appoint an arbitrator. The arbitrator shall have full authority and jurisdiction to decide not only substantive issues, but also any procedural issues related to the arbitration as to which the parties cannot agree.

14. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. All work performed prior to termination and the resulting work product is the property of LAFCo. Upon termination Planwest shall deliver to LAFCo all work product and other documents relating to the services provided pursuant to this Agreement.
15. Neither party shall assign its obligations under this Agreement to a third party without the written consent of the other. Any assignment in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. Upon a properly approved assignment, all provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to their respective successors and assigns.
16. If any term of this Agreement is held to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect, unless such an enforcement would frustrate the purpose and intent of this Agreement.
17. Any notice given under this Agreement shall be in writing and deemed given upon personally delivery or deposit in the U.S. mail, pre-paid for first class delivery. Addresses for notice are as follows:

LAFCo

Humboldt LAFCo
c/o County Board of Supervisors
825 Fifth St., Room 111
Eureka, CA 95501

Planwest

Planwest Partners, Inc.
c/o Colette Santsche
1125 16th St., Suite 200
Arcata, CA 95521

The parties execute this Agreement effective the above date, and the persons signing this Agreement for the respective parties personally warrant they have the authority to execute this Agreement on behalf of the party.

HUMBOLDT LAFCo

PLANWEST PARTNERS

By: _____
Virginia Bass, Chair

By: _____
Colette Santsche, Partner

EXHIBIT A

PLANWEST PARTNERS SCHEDULE OF RATES AND CHARGES

Primary Contract Staff:

Executive Officer/Principal Planner:	\$140.00 per hour
Senior Advisor:	\$130.00 per hour
Senior Planner/ Senior Analyst:	\$120.00 per hour
Associate Planner /Analyst/GIS Manager:	\$100.00 per hour
Assistant Planner/Services Specialist:	\$90.00 per hour
Planning Technician:	\$80.00 per hour
Administrative Assistant:	\$70.00 per hour

Routine clerical assistance, word processing, and similar support staff are normal overhead and included in the staff services hourly rates.

Office Management

Office facilities, telephone, e-mail services and website will be provided at-cost as included in the LAFCo budget. The office facility will be open to the public full-time, 40 hours per week. Facilities will include a small meeting room, storage area for LAFCo files, and a space for administrative staff and the LAFCo Executive Officer.

Materials

Special materials purchased from outside vendors for specific projects shall be billed for reimbursement at actual costs without markup.

Travel

Routine travel to and from Eureka for Commission meetings and similar tasks are included in the staff services hourly rates. Mileage to outlying areas of the county for Commission business such as meeting with LAFCo member entities, conducting public hearings on behalf of LAFCo, etc. shall be billed at then-current IRS rates for auto expense. Out of county travel shall be pre-approved by the Commission or, if a Commission meeting is not scheduled between the time the need for travel is known and the meeting that necessitates travel, by the Commission Chair.

Compliance with Budget

The executive officer services include management and administration of the LAFCo budget. If it appears that the executive officer services may exceed the annual budget, Planwest shall promptly advise LAFCo and shall discuss the potential over-budget expenditure.