



AGENDA ITEM 7B

MEETING: May 20, 2026
TO: Humboldt LAFCo Commissioners
FROM: Colette Santsche, Executive Officer
SUBJECT: **Professional Services Contracts for Executive Officer and Legal Counsel Services**

The Commission will consider approving professional services contracts with Planwest Partners, Inc. to continue providing executive officer services, and The Mitchell Law Firm, LLP to continue providing legal counsel services covering fiscal years 2026-27 and 2027-28.

BACKGROUND

Local Agency Formation Commissions (LAFCOs) 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, which includes appointing an executive officer to conduct and perform the day-to-day business of the agency. This statute also directs LAFCOs to appoint legal counsel and additional staff as it deems appropriate in fulfilling its regulatory and planning duties.

DISCUSSION

Humboldt LAFCo has contracted with Planwest Partners, Inc. for executive officer services since 2007, with contract renewals considered every two-years by mutual written agreement. A Request for Proposals process was last carried out for the July 1, 2018 through June 30, 2020 contract period, during which Planwest applied and was selected to continue with executive officer services.

Humboldt LAFCo has contracted with The Mitchell Law Firm, LLP for legal counsel services since 2012, with Ryan Plotz as primary counsel since 2019. Legal Counsel regularly attends LAFCo meetings and provides general legal support and guidance to the Commission.

All contracts may be renewed or extended by mutual written agreement. The typical term for contract extensions is two years.

RECOMMENDATION

Staff recommends the Commission review and consider the proposed professional services agreements for executive officer and legal counsel services and take one of the following actions, as appropriate:

1. Approve the proposed agreements;
2. Approve the agreements with modifications;

3. Direct staff to pursue an alternative procurement process; or
4. Provide other direction to staff.

Attachments

Attachment A – Planwest Partners Contract for Executive Officer Services

Attachment B – Mitchell Law Firm Contract Amendment

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

This Agreement is made and entered into this 20th day of May 2026, 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 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, 2026 through June 30, 2028.
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 for exercising 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. Comprehensive or Commercial General Liability - with a limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, as applicable.
 - b. Commercial or Business Automobile Liability - for owned, non-owned or hired automobiles (any auto) with a combined single limit coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
 - c. Workers' Compensation - as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against Humboldt LAFCo and its officials, officers, and agents.
 - d. Professional Liability Insurance - Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate. Said insurance shall be maintained for the statutory period during which contractor may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement.
 - 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 professional 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
PO Box 4581
Arcata, CA 95518

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 INC.

By: _____
Heidi Benzonelli, Vice-Chair

By: _____
Colette Santsche, Partner

EXHIBIT A

PLANWEST PARTNERS SCHEDULE OF RATES AND CHARGES

Primary Contract Staff:

Executive Officer/Principal Planner:	\$225.00 per hour
Senior Advisor:	\$200.00 per hour
Senior Planner/ Senior Analyst:	\$175.00 per hour
Associate Planner /Analyst/GIS Manager:	\$160.00 per hour
Assistant Planner/Services Specialist/GIS Analyst:	\$140.00 per hour
Planning Technician/GIS Technician:	\$125.00 per hour
Administrative Assistant:	\$120.00 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.



AMENDMENT NO. 8

AGREEMENT TO PROVIDE LEGAL SERVICES TO THE HUMBOLDT LOCAL AGENCY FORMATION COMMISSION

This Amendment (Amendment No. 8) is made and entered into by and between the Humboldt Local Agency Formation Commission (“LAFCo”) and The Mitchell Law Firm, LLP (“Attorney”). LAFCo and Attorney agree to the following terms and conditions by which Attorney will be engaged to represent LAFCo in connection with the provision of legal services.

RECITALS

WHEREAS, Government Code Sections 56380 and 56384 provide that the Commission may contract for professional and consulting services to carry out and affect the functions of the Commission; and

WHEREAS, the original Agreement with Attorney provided for services through the 2013-2014 fiscal year, and was extended by Amendment 1 through the 2014-15 and 2015-16 fiscal years, Amendment 2 through the 2016-17 and 2017-18 fiscal years, Amendment 3 through the 2018-19 and 2019-20 fiscal years, Amendment 4 to change the individual designated as general counsel and assistant counsel by LAFCo, Amendment 5 through the 2020-21 and 2021-22 fiscal years, Amendment 6 through 2022-23 and 2023-24 fiscal years, and Amendment 7 through 2024-25 and 2025-26 fiscal years; and

WHEREAS, LAFCo wishes to extend the term of the Agreement through the 2026-27 and 2027-28 fiscal years.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Term

Section 1 of the Agreement is hereby amended in its entirety to read as follows:

The term of this Agreement shall be effective through the 2026-27 and 2027-28 fiscal years, unless terminated in accordance with Agreement Section 12. This Agreement may be renewed or extended by mutual written agreement of the parties hereto.

2. Scope of Services

Section 2 of the Agreement is hereby amended in its entirety to read as follows:

Attorney shall serve as legal counsel to LAFCo and shall perform and provide legal services as may be required from time to time by LAFCo and its officers as set forth below by this Agreement (“Legal Services”).

Ryan T. Plotz shall be the individual designated as general counsel by LAFCo. Russell S. Gans shall be the individual designated as assistant counsel by LAFCo. No change in these assignments shall be made without LAFCo consent.

Legal Services:

- Routine legal advice, telephone and personal consultations with members of LAFCo and LAFCo staff.
- Review and/or preparation of staff reports, applications for changes of organization or reorganization, environmental studies (California Environmental Quality Act), policy and procedures, ordinances, resolutions, agreements, contracts, indemnification agreements, forms, notices, certificates, and other documents required by LAFCo.
- Special legal services, such as confidential legal opinions, litigation and formal administrative hearing matters, employment matters, fees and charges matters, and other matters mutually agreed upon.
- Attendance at LAFCo regular and special meetings.
- Attend meetings with members of LAFCo and LAFCo staff when necessary.

3. Rates for Services

Section 3 of the Agreement is hereby amended in its entirety to read as follows:

For all legal services provided to LAFCo, Attorney will bill the blended hourly rate of Two Hundred and Fifteen Dollars (\$215.00) per hour for partners, One Hundred Ninety-Five Dollars (\$195.00) per hour for associates, and One Hundred and Twenty Dollars (\$120.00) per hour for paralegals.

4. Binding Effect

Except as specifically amended by the terms of this Seventh Amendment, all provisions of the Agreement and subsequent Amendments shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, LAFCo and Attorney have executed this Amendment as of the date of last signature below.

HUMBOLDT LOCAL AGENCY FORMATION COMMISSION

By: _____
Heidi Benzonelli, Vice Chair

Date: _____

THE MITCHELL LAW FIRM, LLP

By: _____
Ryan Plotz, Partner

Date: _____