

Richard E. De La Rosa, Consultant
dba: Forest Consulting, LLC

1163 S. King Road San Jose, CA 95122
408 828-1983 delarosa.richarde@gmail.com

The parties to this Short Form Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the **MILPITAS HOUSING AUTHORITY, CALIFORNIA**, a municipal corporation and the following named Contractor:

Richard E. De La Rosa
dba: Forest Consulting, LLC
1163 S. King Road
San Jose, CA 95122
408 828-1983
delarosa.richarde@gmail.com
554-92-0413
(Milpitas Business License #)

2. Term. The effective date of this contract is March 1, 2016 through February 28, 2017, unless sooner terminated as provided herein.

3. Payment Limit. City's total annual payments to Contractor under this contract shall not exceed: \$10,000 per month.

4. Contractor's Obligations.

(a) To the satisfaction of the City's Project Manager, Contractor shall provide the following services: Consulting in accordance with the "Scope of Work" attached hereto as Exhibit A and incorporated herein.

(b) Contractor shall perform the above-referenced services at the following specified location/s:
in or about the City of Milpitas.

(c) The terms and conditions of consulting are hereby incorporated by reference and made a part of this contract.

(d) Name or type of service: consulting, community outreach and monitoring of state and local legislation.

5. City's Obligations. City shall pay Contractor as follows: not-to-exceed \$10,000 total payment per month for all services rendered under this agreement on the 6th of each month beginning March 6, 2016.

6. Supplemental Conditions. This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

7. Signatures. These signatures attest the parties' agreement hereto:

Richard E. De La Rosa, Consultant
dba: Forest Consulting, LLC

CITY OF MILPITAS, CALIFORNIA
a municipal corporation:

By: _____
Thomas C. Williams, City Manager

Approved as to form:

By: _____
Christopher J. Diaz, City Attorney

Approved as to content:

By: _____

SUPPLEMENTAL CONDITIONS

1. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants used by Contractor in providing said services.
2. Termination. The City may terminate this Contract at any time upon giving the other party five (5) days' written notice of such termination. In the event of termination, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's termination.
3. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
4. Indemnity. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property which may arise or result from the contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
5. Anti-Discrimination. Contractor agrees to observe the provisions of the City of Milpitas Standard Operating Procedure 16.8 "Anti-Discrimination Policy" and Title VII of the Civil Rights Act of 1964, obligating every contractor or subcontractor under a contract or subcontract to the City of Milpitas for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
6. Business License. Pursuant to the City of Milpitas Municipal Code, Title III Business and Professions, Section 1-4.01 Requirement and Special Exemptions ... "it shall be unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the City of Milpitas without first having procured a license from said City".
7. Insurance. During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the following insurance requirements: See Exhibit C – Insurance Requirements General
8. Price Adjustments. Eligibility for price adjustments occurs at each renewal period when an option is exercised to extend the contract. All requested price increases shall not exceed 5% and must be justified by documented increase to the contractor such, as labor rate increases, cost

of materials, etc. All options to exercise contract extensions shall be subject to availability of funds and at the City's sole discretion. Such options shall be exercised by use of the "Notice of Exercise of Option to Extend Agreement" document included with this Contract as Exhibit D.

EXHIBIT A
SCOPE OF WORK

Contractor shall provide the following services subject to the City's review and approval:

Task 1. Successor Agency Project Coordination to facilitate adopted and amended Long Range Property Management Plan.

Task 2. Coordination with the Milpitas Oversight Board and Santa Clara County related to property disposition of Successor Agency Properties.

Task 3. Provide community outreach and liaison to PRCRC and outside agencies such as the Milpitas Oversight Board and State Department of Finance to ensure the direction of the Board of Supervisors is achieved.

Task 4. Prepare documentation and manage the process on behalf of the Successor Agency to assist with amendments to the Long Range Property Management Plan.

Task 5. Coordinate with Santa Clara County and State Department of Finance to ensure amendments to the plan adequately designate properties as "Public Use".

Task 6. Monitor legislation of "Affordable Housing" from state, local governmental agencies and not for profit home builders.

EXHIBIT B
INSURANCE REQUIREMENTS - GENERAL

Definition:

For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's liability insurance for the benefit of his employees.

Minimum Scope of Insurance: (Check Mark Indicates Required)

Coverage must be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).

Insurance Services Office Form Number CA 0001 covering Automobile Liability

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Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.

Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance:

Contractor must maintain limits no less than:

1. General Liability: (Including operations, products and completed operations, as applicable.) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Employer's Liability: Statutory

\$1,000,000 each accident

\$1,000,000 disease-policy limit

\$1,000,000 disease-each employee

4. Professional Liability or Errors & Omissions Liability: \$1,000,000 each occurrence

\$1,000,000 policy aggregate

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Milpitas, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice (10 days for non-payment) by certified mail, return receipt requested, has been given to the City. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for

providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

Acceptability of Insurers:

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-VII. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

Subcontractors:

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors are subject to all of the requirements included in these specifications.

Absence of Insurance:

If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement