

# City of Milpitas

# PURCHASE ORDER

Purchasing Division  
 455 E. Calaveras Blvd.  
 Milpitas, CA 95035-5411  
 Telephone: (408) 586-3160  
 Fax: (408) 586-3170

MAIL INVOICE TO: CITY OF MILPITAS  
 ACCOUNTS PAYABLE  
 455 E. CALAVERAS BLVD.  
 MILPITAS, CA 95035-5411

INVOICE QUESTIONS : (408) 586-3127  
 PO NUMBER: DP 16100  
 PAGE 1 OF 1  
 DATE: 07/29/15

SHIP TO: Tom Williams  
 City of Milpitas  
 455 E. Calaveras Blvd.  
 Milpitas, CA 95035-5411

VENDOR: Forest Consulting LLC  
 10 Jackson St., Suite 105  
 18073 Los Gatos CA 95030

CONTACT:  
 PHONE#: 408-828-1983  
 FAX#:

FOB: NA SHIP VIA: PAYMENT TERMS: Net30 DATE REQUIRED: 07/29/15

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
This Order Supersedes the Previously Issued Order. Changes are marked with '*'					
1			1.00	10,000.00	Consulting Services in th area of Government Affairs, Analysis/Strategic Planning Services and Public Communications. For questions regarding this purchase order, please contact Tom Williams @ 408.586.3050.
* 2			1.00	70,000.00	Aug 2015 to Feb 2016
TOTAL:				----- \$80,000.00	

295 9104237 \$80,000.00

PURCHASING OFFICER:

CITY MANAGER:

Chris Schroeder

Added Ln 2

(Required Only On Orders Greater Than \$10,000)

- |   |   |
|---|---|
| 1. FURNISH TWO (2) COPIES OF THE INVOICE.   | 4. ALL MATERIAL IS TO BE DELIVERED AS SPECIFIED ABOVE.                  |
| 2. INVOICE EACH SHIPMENT SEPARATELY.  | 5. NO EXCEPTIONS UNLESS STATED ABOVE.                                   |
| 3. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, CONTAINERS AND PACKING LISTS. | 6. ADDITIONAL TERMS AND CONDITIONS ARE STATED ON THE BACK OF THIS FORM. |

Vendor Number  
**100731**

Recommended Supplier / Contract / Street Address  
Forest Consulting LLC  
Attn: Rich De La Rosa  
10 Jackson Street, Ste 105

Reason For Recommendation  
Consulting Services

Ship To  
Forest Consulting LLC  
Attn: Rich De La Rosa  
10 Jackson Street, Ste 105  
Los Gatos, CA 95030

City, State & Zip Code  
Los Gatos, CA 95030

Telephone  
408-828-1983

Fax #

Check box if attachments are to be sent with PO

Check box to send PO to vendor

Date Requested  
**7/24/2015**

Ext.  
**7/22/15**

Date Requested:  
**7/22/15**

Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project

Item Quantity Measure

Description

Unit Price

Extended Price

Account Number

Fund - Function - Expenditure / CF / PG / CT

1 1 each

Consulting services in the areas of government affairs, analysis/strategic planning services & public communications

\$10,000.00

295-910-4237

RECEIVED

1 1 each

Consulting services in the areas of government affairs, analysis/strategic planning services & public communications

\$70,000.00

295-910-4237

AUG 07 2015

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PURCHASING

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Requestor Check-off list:

- Agreement Dated: 7/2/2015
- Certificate of Insurance Expiration Date: \_\_\_\_\_
- City Council Approved on (for purchases over \$20,000): \_\_\_\_\_
- Competitive Bidding - 3 quotes received  Yes\*\*  No
- Sole Source Justification form (attach)  Yes  No
- Emergency Procurement form (attach)  Yes  No
- (attach Agenda & Minutes)  Yes  No
- (\*\*attach quotes)

Signature Approval: YES

City Budget Check: YES

Acct. Code Check: YES

Agreement Dates: 7.2.15

Insurance Expires: none given

City Council: none given

Dep. Secy (if Yes, use PO# EQ): none

Multiple Account Use: PO# 114

Continuity Code: 091800

Ship Code: A100

SO Line: DP 10100

SO #: 10570

Entered by: Rosario

Forward Original to Accounting Services, Save a copy for your records

Revised 10/6/10

# City of Milpitas

# PURCHASE ORDER

Purchasing Division  
455 E. Calaveras Blvd.  
Milpitas, CA 95035-5411  
Telephone: (408) 586-3160  
Fax: (408) 586-3170

MAIL INVOICE TO: CITY OF MILPITAS  
ACCOUNTS PAYABLE  
455 E. CALAVERAS BLVD.  
MILPITAS, CA 95035-5411

INVOICE QUESTIONS : (408) 586-3127

PO NUMBER: DP 16100  
PAGE 1 OF 1  
DATE: 07/29/15

SHIP TO: Tom Williams  
City of Milpitas  
455 E. Calaveras Blvd.  
Milpitas, CA 95035-5411

VENDOR: Forest Consulting LLC  
10 Jackson St., Suite 105  
18073 Los Gatos CA 95030

CONTACT:  
PHONE#: 408-828-1983  
FAX#:

FOB: NA                      SHIP VIA:                      PAYMENT                      DATE  
TERMS: Net30                      REQUIRED: 07/29/15

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1			1.00	10,000.00	Consulting Services in th area of Government Affairs, Analysis/Strategic Planning Services and Public Communications. For questions regarding this purchase order, please contact Tom Williams @ 408.586.3050.

TOTAL:                      -----  
\$10,000.00

295 9104237

\$10,000.00

PURCHASING OFFICER:

Chris Schroeder

CITY MANAGER:

Approved by Contract

(Required Only On Orders Greater Than \$10,000)

- |   |   |
|---|---|
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Vendor Number  
**18073**

City of Milpitas  
455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page \_\_\_ of \_\_\_  
LOGGED

Recommended Supplier / Contact / Street Address Forest Consulting LLC Attn: Rich De La Rosa 10 Jackson Street, Ste 105 Los Gatos, CA 95030	Reason For Recommendation Consulting Services	Ship To Forest Consulting LLC Attn: Rich De La Rosa 10 Jackson Street, Ste 105 Los Gatos, CA 95030	Special Instructions	Department Head Approvals Tom Williams <i>[Signature]</i> 3/17/15	Approval Date 3/17/15
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City, State & Zip Code Los Gatos, CA 95030	Telephone 408-828-1983	Fax #	Date Requested: 7/22/15	Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project MIL 9 9 2015 <b>RECEIVED</b>
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Check box if attachments are to be sent with PO <input type="checkbox"/>	Check box to send PO to vendor <input type="checkbox"/>	Date Required: 7/24/2015	Requested by:	Account Number 295-910-4237 <b>PURCHASING</b>
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Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price	Fund - Function - Expenditure / CP / PG / GT
1	1	each	Consulting services in the areas of government affairs, analysis/strategic planning services & public communications	\$10,000.00	\$10,000.00	295-910-4237
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Justification Or Intended Use Of Goods or Services						
				<b>Sub Total</b>	\$10,000.00	
				<b>Tax</b>	\$0.00	
				<b>Freight</b>	\$0.00	
				<b>Total</b>	\$10,000.00	

**Requestor Check-off list:**

Agreement Dated: \_\_\_\_\_

Certificate of Insurance Expiration Date: \_\_\_\_\_

City Council Approved on (for purchases over \$20,000): \_\_\_\_\_ \*  Yes\*\*  No

Competitive Bidding - 3 quotes received  Yes\*\*  No

Sole Source Justification form (attach)  not applicable


Emergency Procurement form (attach)  not applicable

(\*attach Agenda & Minutes) (\*\*attach quotes)

Forward Original to Accounting Services. Save a copy for your records

Revised 10/6/10

Signature Approval CIP Budget Check Acct. Code Check Agreement Dated Insurance Expires City Council Depreciable? If Yes, use PO# EQ Multiple Account Use PO# MA	<b>YES</b> <b>NO</b> <b>YES</b> <b>7-2-15</b> <b>none given</b> <b>MD</b> <b>MD</b>	Commodity Code: <b>091500</b> Ship to Code: <b>A100</b> PO Entered on: <b>7-29-15</b> PO # <b>DP10100</b> Batch # <b>104412</b> Entered by: <b>Rosario</b>
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THIS CONSULTING AGREEMENT is made effective as of July ~~4<sup>th</sup>~~, 2015, between Milpitas Housing Authority with Executive Director, Thomas C. Williams (Client) as contact, business address is at 455 E. Calaveras Blvd. Milpitas, California 95035, between Forest Consulting, LLC., a Limited Liability Company, Rich De La Rosa (Consultant), business address 10 Jackson Street Suite 105 Los Gatos, California 95030.

#### RECITALS OF FACT

- A. Client desires to engage the services of a consultant with experience in the areas of government affairs, policy analysis/strategic planning services and public communication.
- B. Consultant is experienced in those areas of consulting and is willing to render services to Client.

Now, therefore, for good and valuable consideration, Client and Consultant agree as follows:

#### Article 1. Engagement and Scope of Work

Subject to the terms and conditions of this Agreement, Client engages Consultant, and Consultant hereby accepts such engagement, to perform services for Client in the areas of governmental affairs, policy analysis, and public communications for the Client. Consultant will assist and provide strategic advice to and perform necessary government relations (meeting with Community Individuals and Groups, Milpitas Oversight Board and other taxing boards or commissions as Client directs) and perform policy analysis pursuant to this agreement.

Consultant shall perform all services in accordance with (a) the highest professional standards and practices prevailing in Santa Clara County, California, (b) all applicable laws, rules and regulations, and (c) in compliance with any of Client's policies and procedures applicable to independent contractors and delivered in writing to Consultant at the time that Client executes this Agreement.

#### Article 2. Compensation for Services

For Consultant's services rendered under this Agreement, Client shall pay to Consultant a fee computed as follows:

Client shall pay for services under Article 1, the sum of \$10,000.00 per month. First payment of \$10,000.00 will be made within 16 days upon execution of this agreement (July Payment). Payments shall be due by the 5<sup>th</sup> of each month beginning August 5<sup>th</sup>, 2015

All fees due to Consultant under subparagraph A shall be paid to Consultant in cash or the equivalent (check) at Consultant's business office.

Article 3. Term of Agreement and Termination

This Agreement shall become effective as of July 1st, 2015 and shall terminate upon the later of (a) February 28th, 2016 or (b) upon termination of this Agreement in accordance with this Article 3.

Either party may terminate this Agreement without cause by giving written notice to the other thirty (30) days in advance of the date of such termination. A termination of Consultant by Client without cause shall not serve to relieve Client from its obligation to pay earned fees to Consultant under Article 2.

Notwithstanding the foregoing Client may terminate this Agreement for cause, immediately and with written notice to Consultant, upon Consultant's material breach of this Agreement. A material breach shall consist of either (a) Consultant's willful and total cessation of services or (b) Consultant's violation of any law or any written policy or procedure delivered by Client to Consultant under Article 1 and 5 breach of any material term contained in this agreement. No such termination shall excuse Client from payment of Consultant's fee earned prior to the effective date of termination.

Article 4. Terms of Payment

Consultant shall provide services as an independent contractor to Client and not as an employee. Accordingly, Client will not withhold from any payments any amounts for income taxes, Social Security contributions, unemployment or workers' compensation insurance or other purposes, which obligations shall be the sole responsibility of the Consultant. Consultant is not entitled to any of the employee benefits provided by Client to its employees (including without limitation any insurance, medical, workers' compensation, vacation, profit sharing, retirement, disability, pension, or other welfare or benefit plan of Client.

Article 5. Confidentiality and Non-Competition

(a) Consultant shall keep confidential all information, oral or written, obtained by Consultant in the course of performing Services under this Agreement. Consultant shall not disclose to any party other than Client any reports, analyses, conclusions or recommendations of any type developed by Consultant in performing the Services. This obligation of Consultant shall be of a continuing nature and shall not be canceled by the termination of this Agreement. Consultant further agrees that if, due to its performance of the Services, Client considers that Consultant may obtain knowledge or access to privileged, secret or otherwise confidential technology or other information provided to Client from any third parties under agreements, Consultant will comply with any request of Client to sign reasonable nondisclosure, secrecy, or confidentiality agreements related to such information with such third parties. This obligation of confidentiality shall not apply to information (i) that is previously known, or available, to Consultant on an unrestricted and non-confidential basis; (ii) that is, or becomes a part of the public domain; or (iii) that is learned by consultant from a third party who has obtained such information free of any obligation of confidentiality.

Article 6. Ownership of Work Product

Title to all tangible work product, designs, concepts, plans, slogans, trademarks, software, reports, processes, specifications, working papers and other materials created by Consultant alone in connection with the Services (the "Work Product") shall vest solely in Client; and Consultant shall deliver the same, together with all supporting documentation, materials and files, promptly to Client upon the request of Client or the termination of this Agreement. The Work Product and any part thereof may be used by Client in whole or in part or in modified form for such purposes as Client in its sole and absolute discretion, deems desirable, without further notice or compensation to Consultant or any other person. All Work Product prepared by Consultant and its employees under this Agreement is prepared as "works made for hire" as that term is defined in Section 101 of Title 17 of the United States Code, and all title, ownership and copyright privileges are and shall at all times be in Client. If for any reason Client may be deemed not to have commissioned a "work made for hire" and its rights to copyright are hereby in doubt, Consultant agrees that this Agreement shall constitute an irrevocable and total assignment to Client of all rights in the work prepared for Client.

Article 7. Status

Consultant is an independent contractor of Client and not an employee or agent. Consultant shall have no authority to enter into any contract or assume any obligation on behalf of Client without the prior written consent of Client. Consultant shall alone determine how and when to perform Services and will not be supervised by Client in the performance of Services, particularly with respect to the manner and details in which such services are performed.

This Agreement is non-exclusive. Consultant agrees to devote such time to perform services under this Agreement as is necessary or appropriate. Client acknowledges that Consultant may engage in other business activities during the term of this Agreement and may be employed or retained by others (provided that such service do not directly conflict with the interest of Client pursuant to the scope of this agreement are not direct competitors of Client as described in Article 5 (b)).

Article 8. Arbitration

Any controversy or any claim involving a monetary claim in excess of \$5,000 arising out of or relating to this Agreement or any breach thereof, shall be resolved finally by binding arbitration conducted in San Jose, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be before a single arbitrator mutually selected and agreed upon by both parties. If the parties are not able to agree to a single arbitrator within ten (10) days of the demand of either party for arbitration, either party may initiate arbitration by application to the AAA. The parties shall have the right to discovery under the California Code of Civil Procedure. The prevailing party shall be awarded its reasonable attorneys' fees and other costs of the arbitration and for enforcement of any judgment, in addition to any other relief awarded by the arbitrator.

Article 9. Indemnity

Client shall indemnify Consultant against, and shall hold Consultant harmless from, any and all claims arising from Client's acts and omissions with respect to any business transaction, including without limitation the development and construction of the subject site and acts and omissions by any business entity in which Equity exists, except to the extent that the claim arises solely from the acts or omissions of Consultant.

Similarly, the consultant shall indemnify consultant from any errors, acts or omissions with respect to its conduct beyond the span control of Client of the terms and conditions of this agreement.

Article 10. Binding Effect

The obligations of Client under this Agreement shall bind Client, its trustees, beneficiaries, partners, shareholders, principals, assignees, and affiliates.

Article 11. Miscellaneous

- (a) Any modification or amendment to this Agreement must be in writing and executed by duly authorized representatives of each party.
- (b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and correspondence, whether oral or written, with respect to the same subject matter.
- (c) This Agreement may not be assigned by Consultant.
- (d) This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to its conflicts of laws and principles.
- (e) All notices hereunder must be in writing and delivered to the parties at the addresses set forth above. Notices shall be deemed delivered upon the receipt (if delivered personally, by overnight courier or by receipt-confirmed facsimile) or three days after mailing if placed in the United States mail.

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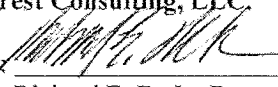
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Milpitas Housing Authority

By:   
Thomas C. Williams  
Executive Director

Date: 7/7/15

Forest Consulting, LLC

By:   
Richard E. De La Rosa  
Consultant

Date: 7-7-2015