



# **CITY OF SAN CARLOS**

Request for Proposals

## **BROADCASTING AND VIDEO PRODUCTION OF CITY MEETINGS AND SPECIAL EVENTS**

***Date Due: May 23, 2019, 4:00 PM***

# BROADCASTING SERVICES REQUEST FOR PROPOSALS

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## INTRODUCTION

### 1. PROJECT OVERVIEW

The City of San Carlos is soliciting proposals from qualified vendors with professional expertise and experience to provide the City with professional-level digital recording and broadcasting of its public meetings.

It is expected that the onsite Audio/Visual Technician(s) will be available in accordance with a set schedule of regular meetings and will have some flexibility to provide services at additional meetings when the need arises, with advance notice. Reliability will be crucial as there will be no tolerance for cancellations, tardiness or other impediments to service being provided as expected.

The City of San Carlos broadcasts City Council meetings and Planning Commission meetings held in the City Council Chambers. Meetings are broadcast live on the City's government channels, Comcast Channel 27 and AT&T Channel 99.

The vendor would also be required to provide services for special events and productions as needed.

The City is currently working with a broadcasting vendor whose agreement is set to expire on June 30, 2019. All interested proposers must be available to start services on July 1, 2019.

### 2. BACKGROUND

San Carlos, incorporated in 1925 as a General Law city, encompasses 5.6 square miles and is located exactly half way between San Francisco and San Jose. The City is governed by a five-member City Council with members selecting a Mayor for a one-year term and an appointed City Manager. The City Council values transparency, open communication and feedback from the community

The City population of approximately 30,000 residents has high property values and a high median household income. The citizenry is quite active and there has been a great emphasis on public participation in local government.

### 3. SCOPE OF WORK

The City of San Carlos is seeking a qualified vendor to provide the following services between July 1, 2019 through June 30, 2022, with the option for one 2-year extension from July 1, 2022 through June 30, 2024:

1. Recording and broadcasting of City Council Meetings. City Council meetings typically start at 7PM on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of the month in the City Hall Council Chambers. Sufficient advance notice to any changes to the schedule will be relayed. Meetings typically run for approximately four hours in length. Services include:
  - a. Preparation of Meeting Agenda Graphics

- b. Two DVD copies
  - c. Scheduling rebroadcasting of meetings
  - d. Meeting agenda will be broadcast for 10 minutes prior to scheduled meeting start
  - e. Assist the City with ensuring good audio and video signals on franchised video service providers
2. Recording and broadcasting of Planning Commission Meetings. Planning Commission meetings typically start at 7PM on the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of the month in the City Hall Council Chambers. Changes to the schedule will be relayed. Meetings typically run for approximately 2.5 hours in length. Services include:
    - a. Preparation of Meeting Agenda Graphics
    - b. Two DVD copies
    - c. Scheduling rebroadcasting of meetings
    - d. Meeting agenda will be broadcast for 10 minutes prior to scheduled meeting start
    - e. Assist the City with ensuring good audio and video signals to broadcast television providers and website.
  3. Recording and/or broadcasting at Special Events. These events may include but not limited to the City's Town Hall Meeting(s), Mayor's State of the City, Special Meetings etc. These events may take place at the San Carlos Library, San Carlos Aviation Museum, San Carlos Youth Center Gym, or other remote locations. Services include:
    - a. Setting up the TriCaster (portable recording system) at the remote site.
    - b. Two DVD copies.
    - c. One digital media file.
    - d. Schedule replay of events.
    - e. Post-event editing of the event as necessary. This may require the vendor to provide additional sound, graphics, or any other necessary enhancements as requested by staff.
  4. Production of public service announcements
    - a. Work with City Staff to direct, produce, edit, and provide a DVD and a digital media file for public service announcements (as needed).
  5. The vendor will provide basic setup and take-down for meetings, as well as routine maintenance and minor repairs of all audio/visual equipment in conjunction with the above activities. The Contractor will demonstrate proficiency with all equipment at a journey level. The Contractor will make a request in advance to the City for any purchases or repairs needed, or any labor on the Contractor's part which would exceed that described as routine or minor and which would trigger the hourly rate to be charged.
  6. The Contractor will arrange for two alternates to act as temporary operators if regularly scheduled Technicians cannot provide agreed-upon services due to Technician's illness, emergency, or other reasonable circumstances. The two alternates shall be mutually agreed upon (in writing) by the Contractor and the City. The Contractor warrants that the alternates shall be both technically trained and competent to operate the City's audio visual equipment. In

Contractor's/Technician's presence, alternates shall work a minimum of one (1) Council or Planning Commission meeting per year, not to exceed six (10) hours per year per alternate, as training on City's audio visual system.

7. Without additional cost to City, Contractor and/or Technician shall be available to meet with City staff when reasonably requested by City.
8. Technician is responsible for securing the broadcast room after the meeting has adjourned and all other duties are complete, unless other arrangements have been made with City staff.
9. City will make every effort to provide Contractor with at least seventy-two (72) hours advance notice for the scheduling of any additional meetings or events to be broadcast. Upon such notice, Contractor will advise City whether Technician or alternate is available to perform services at the requested time.
10. City will provide Contractor with all equipment, tools, and supplies necessary to provide all services stipulated herein.
11. For public meetings, the Technician shall provide basic coverage that presents only the essential and relevant aspects of the proceedings, including, but not limited to, presentations, discussion and displays. Furthermore, under no circumstances shall the camera be focused on documents or other materials which are not intended for public display. This includes materials in the possession of any council, commission, committee or board member, staff or the public that have not been entered into the public record. Except as specified above, Technician shall broadcast and record all proceedings of meetings and hearings of the relevant bodies while they are in session and not in recess. Technician shall follow any additional instructions regarding coverage that may be given by the City Manager or designee.

#### 4. SUBMITTAL REQUIREMENTS

Vendors interested in being considered must attend a **mandatory pre-proposal meeting on Thursday, May 9, 2019 at 10:30 a.m.** in the Collaboration Room, 1<sup>st</sup> Floor in City Hall – 600 Elm Street, San Carlos. Vendors will have an opportunity to examine the City's Council Chamber and the Broadcasting Control Room to view the Audio-Video and Recording Equipment.

Vendors must submit a total of three (3) hardcopies of the proposal and an electronic copy via a USB flashdrive. Proposals must be delivered in a sealed envelope clearly marked "RFP – Broadcasting Services" by **4:00 p.m. on Thursday, May 23, 2019** to:

**Crystal Mui, City Clerk  
City of San Carlos  
600 Elm Street, Second Floor  
San Carlos, CA 94070-3085**

Addendas issued shall become a part of the documents covered in the proposal, and shall be made a part of the Contract. Failure of any Vendor to receive such Addenda shall not be ground for non-compliance with the terms of the instructions. It is the

responsibility of the Vendor to contact the City to determine the existence of any and all addenda.

The City of San Carlos will evaluate all Vendors' proposals. At its sole discretion, the City of San Carlos may award a portion of the contracted products/services to more than one Vendor, reject all proposals, or further negotiate with Vendors if it is determined that the submitted proposals are not economically beneficial to the City of San Carlos or for other business reasons. This is a Request for Proposal and not a binding offer to contract.

The successful Vendor's proposal and the terms and conditions stated in this RFP will be made part of the contract between the City of San Carlos and the Vendor.

The following RFP Sections must be included in your proposal:

Section One - Introduction Letter

A cover letter signed by an official authorized to solicit business and enter into contracts. The cover letter should include the name, address, email address, and phone number of contact person.

Section Two - Fee Proposal

The elements of the Fee Proposal shall include the following:

- An itemization of the expected level of services to be provided, including hours of work and corresponding fees
- Hourly rates
- Additional Services offered and pricing

Section Three - Vendor Experience and Qualifications

A description summarizing the Vendor's experience over the past five years in performing similar services to municipal clients.

Resumes listing qualifications and experience for each principal and operator involved with services.

Section Four - References

Provide references from five different clients. Include the name, email address and telephone number for a contact person from each reference.

**5. PROJECT SCHEDULE & CONTACT**

The following is a tentative time schedule:

	<b>DATE</b>
Release of RFP	Monday, April 1, 2019
<b>Mandatory Pre-Proposal Meeting with the City</b>	<b>Thursday, May 9, 2019 10:30AM</b>
<b>Proposal Due</b>	<b>Thursday, May 23, 2019 4:00PM</b>
Notification of Selected Vendor(s)	Friday, May 31, 2019

The City of San Carlos reserves the right to change this schedule and/or discontinue the RFP process at any time.

**Project Contact:** Questions about the project should be directed to Crystal Mui, City Clerk via email - [cmui@cityofsancarlos.org](mailto:cmui@cityofsancarlos.org).

Any material information that is provided as a result of a Vendor's inquiry that could provide an unfair advantage will be shared with all Vendors.

## 6. GENERAL PROVISIONS AND SERVICE SPECIFICATIONS

**Contract:** Vendor agrees to all terms as outlined in the City's Professional Services Agreement (Attachment 2). Both parties MUST agree to any requests by Vendor for modification of terms in writing.

**Alternative Contract Terms:** You may submit alternative contract terms in your proposal if, in your opinion, they are more favorable to the City of San Carlos. You must describe in sufficient detail how the alternatives may be advantageous to the City of San Carlos.

**Insurance and Indemnification:** Vendor will provide the City of San Carlos with certificates of insurance as outlined in the City's Professional Services Agreement. The City will not provide additional insurance, and any insurance fees charged by Vendor must be included in the proposal.

## **ATTACHMENT 1**

### Broadcasting Control Room / Council Chambers Equipment Listing

Equipment list submitted below is to be used as a reference.

1. Council Chamber Cameras: Panasonic AW-E650 with AW-LZ16MD73 Lens
2. Council Chamber PTZ heads: Panasonic AW-PH360N
3. Council Chamber PTZ controller: Panasonic AW-RP120
4. Production Switcher: NewTek TriCaster 410
5. Playback system: Leightronix UltraNexus HD
6. DVD recorder and DVD Duplicator
7. Video Monitors including a confidence monitor
8. Mackie Onyx 1620 Analog Audio Mixer: 8 XLR, 2 Stereo Line, rack desk mount,
9. Linear faders, PFL, Mute
10. Graphics: Compix GenCG 5.5
11. Audio and Video Signal Level Monitoring to ensure that signal remains within specifications for the cable transmitter
12. Video Editing Equipment / Software.
13. Portable TriCaster and equipment for Remote Broadcasting.
14. Shure microphones including wireless mics
15. Vortex audio system.
16. Assisted Listening Device

**ATTACHMENT 2**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of San Carlos hereinafter called "CITY" and \_\_\_\_\_ hereinafter called "CONSULTANT".

### RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;

THEREFORE, the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, CITY may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of

CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of (\$ ) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY's City Manager (for contracts less than \$75,000 or authorized by City Council action for contracts \$75,000 or more by motion duly made and carried).

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY's City Manager (for contracts less than \$75,000 or authorized by City Council action for contracts \$75,000 or more by motion duly made and carried). Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Any additional services causing the total contract price to exceed \$75,000, shall require approval by the City Council. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below. Signer below acknowledges he/she has full authority to execute this agreement on behalf of Consultant.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder. CONSULTANT acknowledges the importance to CITY of the skill, competency, ability to appropriately work with CITY staff and expertise of individual staff assigned to the project, and accordingly the individuals assigned to the Project must be acceptable to CITY.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY, its Council, boards, commissions, officers, attorneys, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs of litigation and attorneys fees) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY, its Council, boards, commissions, officers, attorneys, employees or agents arising or

resulting directly or indirectly from any act or omission of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify CITY, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance covering risks relating to CONSULTANT's services to be performed hereunder in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
<sup>1</sup> Professional Liability	\$1,000,000 per claim and \$2,000,000 aggregate

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<sup>1</sup> Note: Professional liability insurance coverage is not required if the contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement.  Recommended \_\_\_\_\_ [Project Manager]  Approved \_\_\_\_\_ [Risk Manager]

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the City of San Carlos, its Council, officers, boards, commissions, attorneys, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, its Council, officers, boards, commissions, attorneys, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.

#### Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Consultant shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### Waiver of Subrogation

Consultant hereby grants to CITY a waiver of any right to subrogation which any insurer of said Consultant may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### Coverage

It is a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.

#### Primary and Non-Contributory Coverage

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" as will not seek contribution from the CITY insurance or self-insurance and shall be at least as broad as CG 20 01 04 12.

#### Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY before the CITY insurance or self-insurance shall be called upon to protect it as a named insured.

13. Workers' Compensation. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. Non-Discrimination. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
  
15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of San Carlos  
 600 Elm Street  
 San Carlos, CA 94070  
 Attention:

CONSULTANT:   
 (Fill in CONSULTANT Name, Address, Phone Number, and Project Manager for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
  
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
  
18. Business Registration. VENDOR agrees to comply with Chapter 5.04 of the Municipal Code and pay all fees required to be paid.
  
19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
  
20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be

brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs. If a party refuses or fails to participate in mediation in good faith prior to filing a lawsuit, then that party shall be barred from recovery of attorneys fees and costs of suit.
22. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of San Carlos or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
23. Entire Agreement. Each party acknowledges that this agreement, the exhibits hereto, and the documents incorporated by reference herein constitute the complete agreement and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, verbal and written, between the parties relating to the subject matter of this agreement. This agreement may not be modified or altered except by written instrument duly executed by both parties.

**[SIGNATURE PAGE TO FOLLOW]**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF SAN CARLOS:

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

\_\_\_\_\_  
Jeff Maltbie, City Manager

ATTEST:

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

\_\_\_\_\_  
Crystal Mui, City Clerk

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Gregory J. Rubens, City Attorney

CONSULTANT/CONTRACTOR/VENDOR:

I acknowledge that I have full authority to execute this agreement on behalf of the Consultant/Contractor/Vendor, and have read, understand, and agree to comply with the provisions of this Agreement, including the Insurance and indemnity requirements set forth herein.

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

\_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK AND SCHEDULE

EXHIBIT B  
CONSULTANT'S FEE SCHEDULE