



CITY OF SAN CARLOS
Request for Proposal (RFP) for
COLLECTION AGENCY SERVICES

Date: July 22, 2025

Department: Finance

Proposal Due Date: August 22, 2025

Time: 2:00 P.M.

Proposals must be submitted along with any relevant attachments in pdf format by email to:

Finance@cityofsancarlos.org

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Proposal Information - Format

Proposals will be received by the City of San Carlos, hereinafter called the "City", by email until **2:00 P.M.**, PDT **August 22, 2025**.

Questions regarding the Request for Proposal should be directed in writing by email to:

Paul Harris, Financial Services Manager
City of San Carlos
600 Elm Street San Carlos,
CA 94070
Email: finance@cityofsancarlos.org

I. INTRODUCTION

The City of San Carlos (“City”) invites your organization to submit a written proposal to provide collection services for unpaid and delinquent account receivables for the City, on a multiple year basis (the term of the contract is expected not to exceed five years). The City desires to enter into an agreement for professional services with a qualified firm or agency who can demonstrate competency and experience in providing Collection Services. The proposal should clearly demonstrate how your organization would best satisfy the requirements of the City. This written Request for Proposal (RFP) states the scope of the City’s requirements and specifies the general rules for preparing the proposal.

The unpaid and delinquent accounts receivable may include, but is not limited to:

- Collection of miscellaneous delinquent accounts receivable items where customers have not paid for service or other charges from the City.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

II. HISTORY

The City was incorporated on June 1925, as a general law city and is located in San Mateo County, part of San Francisco Peninsula. The City’s current population is about 29,000.

The City is primarily a “contract city”. The City contracts with the San Mateo County Sheriff’s Department for law enforcement services and fire suppression, and paramedic services are provided by Redwood City Fire Department. City staff provides overall maintenance and operation of the City’s transportation, stormwater, wastewater, parking, buildings, and parks infrastructure. Solid waste disposal services are handled by contract with a refuse disposal contractor.

III. PROPOSAL FORMAT

In submitting your firm's response to this Request for Proposal, please include the following information:

A. Title Page

Page showing the Request for Proposal's subject, the firm's name, the name, address, e-mail address, and telephone number of a contact person; and the date of the proposal.

B. Table of Contents

C. Cover Letter

Provide a brief letter of introduction stating the proposer's understanding of the work to be done, a statement why the firm believes itself to be best qualified to perform the engagement, state of incorporation, name of owner(s) and principal party(ies), number and position title of staff. Information regarding any collection associations of which the proposer and its staff are members should be included. This letter shall be signed by an officer of the bidding firm authorized to bind the firm to all commitments made in the proposal.

D. Qualifications of staff proposed for the assignment, their position and types and amount of equivalent collection experience. Be sure to include any municipal agencies they have worked with and their level of involvement. A description of how overall supervision will be provided should be included.

E. List of other cities/government agencies utilizing your collection services over the past five years.

F. A statement as to the ability of the proposer to make collections in all 50 states and the ability to file reports with all three national credit bureaus.

G. Provide sample copies of the current monthly statement of account to your clients.

H. Provide sample copies of the current Annual Recap of Monthly Collection Activity.

I. Provide sample letters to be sent to delinquent account holders.

J. A description of your collection methodology, how many agents you will use in our collection effort, the geographical area you service, and an outline of your collection success rate.

- K. Provide a schedule of fees for your service. Provide the cost, if any, to the City and list all services you provide for those costs in each of the following categories:
- a. Letter service
 - b. Regular collection
 - c. Court action, if required
 - d. Transfer of account to an out of area agency for collection
 - e. Any other costs involved in the collection process

The City prefers to not incur any costs for this program. All monies paid to the proposer will, preferably, come from the collected fines.

- L. A statement of the dollar amount of an account under which you will not actively pursue regular collection and/or legal action.
- M. A statement of the services you feel differentiates you from other debt collection providers.
- N. A single and separate section with the heading "Exceptions to the City's Request for Proposal" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the CONSULTANT'S proposal is contingent and which shall take precedent over this RFP.
- O. A written statement that the CONSULTANT will process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.
- P. A written statement that the CONSULTANT will comply with the Fair and Accurate Credit Transaction (FACT) Act, and that the CONSULTANT has an identity theft prevention program in place.
- Q. Proposer shall provide the scope and limits of insurance as identified in Exhibit A (Professional Services Agreement) included as part of this Request for Proposal.
- R. A written statement by the CONSULTANT that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.

- S. A written statement that the CONSULTANT shall allow all authorized federal, state, county, and the City official access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years in the consultant's place of business.
- T. A written statement that the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- U. A written statement that the CONSULTANT shall comply with the California Labor Code pursuant to said regulations entitled Federal Labor Standards provisions, Federal Prevailing Wage Decision, and State of California Prevailing Wage Rates, respectively.
- V. A written statement that the CONSULTANT shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- W. A written statement that the CONSULTANT agrees to maintain a City of San Carlos business license for the duration of the contract.

IV. SCOPE OF SERVICES

City will assign cases for collection to the successful proposer on an as-needed basis after the City has, for some time, attempted to collect the delinquent monies. For such cases, the City will then cease its efforts to collect the delinquent payments and will assign the case to the successful proposer for an initial minimum period of 90 days.

Proposers shall submit a detailed operational plan which demonstrates understanding of and the capability to assume responsibility for collecting delinquent revenue for the City. The plan shall provide all details of the methods to be used to maximize successful collections, including initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices.

General Specifications:

The successful Proposer shall be responsible for the following:

1. Conduct all activities in an ethical manner and in compliance with all applicable Federal, State and local laws, codes and regulations.
2. Address only those accounts which the City assigns.

3. When directed by the City, cease work on and return to the City all documentation pertaining to any account that may have been previously assigned.
4. Ensure funds collected on the City's behalf are placed in a secured account. Funds collected shall be deposited in a timely manner. Payments remitted to the City shall be completed in a timely manner, and include a report ledger showing the amount paid at least once per month.
5. Pertaining to each account, deliver to the City at least once per month a report detailing the current status of the account, including a brief recap of the successful proposer's efforts to collect the funds.
6. Not initiate any legal action pertaining to any account without the prior written permission of the City.
7. No compromise settlement shall be accepted by the Collection Agency without the City's written consent.
8. Ensure all records pertaining to any current or past accounts assigned are available for audit by the City or its authorized representative at any time.
9. Guarantee the confidentiality, security, and safety of all files, documents, computer files, etc.
10. Responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other related evidence. These records shall remain on file for a period of at least seven (7) years. All records shall be made available to the City for review upon request.
11. No work shall be subcontracted without the prior written consent of the City.
12. Conduct skip tracing on delinquent accounts. Describe specific tools used to conduct skip tracing.
13. Submit status reports on a monthly basis and an annual report (on a fiscal year) through June 30, reflecting the activity for the previous fiscal year. These reports shall include data for each account detailing the value of the current debt, money received, charges waived, interest charged, balance due and date of last payment. A financial summary will also be required showing "period to date" and "year to date" totals for pertinent information such as receipts, net accounts receivable, total accounts receivable, and collection percentage. In addition, an aging report should be available in summary and in detail. The agency shall provide copies of all available reports and include in the proposal.

14. Make a minimum of two written or telephone contacts for each account (unless the account clears sooner) within sixty (60) days of receipt of account. The proposer shall provide in the proposal detailed steps that will be taken once account is received from the City and the number of contacts and procedures that will be taken.
15. Accept automated or manual transfer of delinquent payment information from the City or other vendor's database. It is expected the agency will work, at no additional cost, with the City and its software to ensure accurate and timely transmission of data.

v. INQUIRIES

The Finance Department has prepared this RFP. Please direct questions or comments concerning either the administrative or technical requirements of this RFP to:

Paul Harris, Financial Services Manager
Finance Department
City of San Carlos
600 Elm Street San
Carlos, CA 94070
Email: finance@cityofsancarlos.org

vi. CITY'S RESPONSIBILITIES

City staff will provide the CONSULTANT with all relevant information it has pertaining to the City and its operations, the existing documentation of policies and procedures, and related documents.

vii. TENTATIVE TIME SCHEDULE

Following is a tentative time schedule:

<u>Date</u>	<u>Activity</u>
July 22, 2025	RFP release
August 22, 2025	Due date for proposals
Week of Sept 1, 2025	Oral Interviews (conducted at City's discretion)
Sept 7, 2025	Staff submits recommendation to City Manager
Sept 21, 2025	Firm selected – City Council approval

Indicate in the proposal if the above time schedule cannot be met. However, submit a proposed time schedule based on the firms' ability to complete the project. The City will make the final determination of the time schedule based on the average of the time schedule from the proposals received.

viii. EVALUATION COMMITTEE

Proposals submitted will be evaluated by the City's designated Finance staff representative(s).

ix. EVALUATION OF PROPOSAL

The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc., are neither necessary, nor recommended. Examples of previous work may be submitted as an exhibit but will not necessarily influence the evaluation process. The Evaluation Committee will base the evaluation on criteria including, but not limited to, the following non-prioritized list:

- Scope of Work
- Company background/relevant experience
- Qualifications of proposed staff
- Reporting
- Cost effectiveness

The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

x. PROFESSIONAL SERVICES AGREEMENT

The City has provided a copy of the Agreement for Professional Services. Please review this agreement (Exhibit A) and provide the City with a written statement of your firm's willingness to accept the terms of the agreement. Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason therefor.

Prevailing Wages

The proposer agrees to abide by the requirements under Section 1773 of the Labor Code of the State of California for general prevailing wages where it is applicable.

Subcontracting

The proposer may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless the proposer lists a specific subcontractor, the proposer is representing to City that proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of his/her proposal, the proposer shall not award work to any unlisted subcontractor(s) without prior written approval of the City. The proposer shall be fully responsible to the City for the performance of his/her subcontractors and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the City.

xi. APPENDICES

This section contains the following sample documents as referenced in the RFP.

<u>Appendix</u>	<u>Description</u>
Exhibit A	Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____ 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:

That CITY desires to engage CONSULTANT to render certain professional services in the CITY;

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 [REDACTED] (\$ [REDACTED]) 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.
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 shall indemnify, defend, and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Nothing herein contained shall be construed to require CONSULTANT to indemnify CITY its officers, employees, agents and volunteers 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. CONSULTANT shall submit to City a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
Commercial General Liability	\$1,000,000 (to \$5,000,000 depending on exposure) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required

occurrence limit. Coverage must be at least as broad as Insurance Services Office form CG 00 01.

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)

¹Professional Liability \$1,000,000 per claim and if a general aggregate limit applies, general aggregate limit shall be twice the required occurrence limit.

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) CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insured under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37, is also required.

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

¹ 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]

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 acknowledges and certifies awareness 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 and agrees to compliance with such provisions before commencing the performance of the work of this agreement.
14. Subcontractors (If applicable). CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractors' work. Subcontractors hired by CONSULTANT agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under the Contract documents. Subcontract shall agree to include

Subcontractor shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSUTLANT is bound to CITY under the Contract Documents. Subcontractor shall further agree to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with a Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractors' work. A copy of the CITY Contract Document Indemnity and Insurance provisions shall be furnished to the subcontractor upon request.

- CITY: City of San Carlos
600 Elm Street
San Carlos, CA 94070
Attention: [REDACTED]
- CONSULTANT: [REDACTED]
(Fill in CONSULTANT Name, Address, Phone Number,
and Project Manager for CONSULTANT)

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CONSULTANT acknowledges and agrees they are conducting business with the City and will apply for and obtain a City Business registration certificate.

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

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:
R:

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: _____
