

- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.
- C. No substitution of subconsultants shall be valid until approved in writing by the COMMISSION's Contract Manager.

21. **NONASSIGNMENT.** The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.

22. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

23. **NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME), Project Manager

(ADDRESS)

COMMISSION:

Santa Cruz County Regional Transportation Commission (SCCRTC)
Luis Mendez, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060

24. **COMPLETE AGREEMENT**

- A. **AGREEMENT:** The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.
- B. **COMMISSION DESIGNEE:** The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. **COMPLETE AGREEMENT, INCLUDING ATTACHMENTS.** This Agreement includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONSULTANT's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver for any future performance of such term(s) or conditions(s)
- D. Attachments are:
 - Exhibit A: Scope of Services