

accordance with the schedule included in the approved Agreement. The City determines that funds shall not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with State and Federal law, regulation and policy, reverting to the Contractor.

4. There is a change in state or federal law or regulation requiring a change to the provisions of this Agreement.

B. Except as provided above, this Agreement fully expresses the agreement of the parties. The City must by means of a separate written document approve any modifications or amendment of the terms of this agreement. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

#### **V -- ASSIGNMENTS AND SUBCONTRACTORS**

A. Contractor shall neither assign this Agreement nor enter into any subcontract for the performance of services required herein without securing the prior consent of City. Any attempt by the Contractor to subcontract any performance of services under this Agreement without the prior written consent of the City shall be null and void and shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement in accordance with the provisions of Section XXII of this Agreement.

B. Contractor's request to the City for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontractor.
2. Identification of the proposed subcontractor, a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
3. Any other information or certification requested by the City/SBWIB.

C. In the event the City/SBWIB consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To

