EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Fees)

A.   For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $1,393,118, estimated at $501,451 for year one, $439,245 for year two, and $452,422 for year three. There is no CPI scheduled for the three-year term of the contract. However, pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects pricing, CONTRACTOR will document such changes and approach the County to re-negotiate pricing.

B.   Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in ATTACHMENT B1 (Schedule of Fees). Invoices submitted for payment that are based upon ATTACHMENT B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.

C.   Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of ATTACHMENT B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

D.   COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.