

II - COMPENSATION

A. The parties agree that this shall be a cost reimbursement agreement. Only allowable program costs described in Exhibit B, Budget Summary will be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based upon budgeted amounts and in no case shall the total amount of reimbursement by City under this Agreement exceed the sum of **\$ 455,647.**

B. Contractor shall bill City monthly in arrears for actual prior month expenditures in accordance with procedures set forth by the City and SBWIB.

C. The parties agree that the City reserves the right to prorate Contractor's reimbursement based upon the cost per participant and the number of participants enrolled as described in Exhibit B, Budget Summary.

Summary. In addition, a percentage of total costs, or the final payment, which represents a percentage of total costs, may be held pending Contractor's adherence to minimum performance requirements.

D. The City reserves the right to withhold or refuse payment for Contractor's failure to meet minimum performance requirements.

E. Contractor shall make no additional claims for costs, charges, or fees, nor shall Contractor receive additional payment or any form of reimbursement from the City, SBWIB, individual participants or any other party, other than as specifically detailed in this Agreement.

F. Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:

1. The acceptance by the City of the performance of the Contractor under the terms of the Agreement.

