

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices shall be paid through: 0101-10902-272-1000/521520

Payment Schedule:

Monthly Period	Invoice Due Date	Accompanying Report	Amount
0	July 5, 2021	Contract Commencement	\$ 14,858.00
1	5-Aug-21	Invoice Only	\$ 14,858.00
2	5-Sep-21	Invoice Only	\$ 14,858.00
3	5-Nov-21	Quarterly Report	\$ 14,858.00
4	5-Dec-21	Invoice Only	\$ 14,858.00
5	5-Jan-22	Invoice Only	\$ 14,858.00
6	5-Feb-22	Quarterly Report	\$ 14,858.00
7	5-Mar-22	Invoice Only	\$ 14,858.00
8	5-Apr-22	Invoice Only	\$ 14,858.00
9	5-May-22	Quarterly Report	\$ 14,858.00
10	5-Jun-22	Annual Presentation	\$ 14,858.00
11	5-Jul-22	Annual Report	\$ 14,862.00
		Total	\$ 178,300.00

Invoices

Invoices shall be submitted to County in a form and with enough detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s). Below is an example of an invoice template that Contractor may use or portions thereof to ensure contract expenditures transparently correspond with submitted reports.

Sample invoice:

Nevada Co Economic Development Management Services								
Nevada Co Executive Office								
ATTN: Caleb Dardick								
Date	31-Jul-21							
Invoice Period:	1							
Deliverable	Activity Description	Date Range	Staff Position	Hrly Rate/Fee	HRS	Total Cos	Funding Match	Invoice Charge
1.4.1	Business Technical	7/1/21-7/31-2022						
	Workshop Planning & Delivery		Program Mgr	\$ 75.00	8	\$ 600.00	50%	\$ 300.00
	Workshop Planning & Delivery		Counselors	\$ 75.00	28	\$ 2,100.00	50%	\$ 1,050.00
	Access to Capital Counseling		Counselor	\$ 95.00	5	\$ 475.00	50%	\$ 237.50
	One on One Counseling (# of clients)		Counselors	\$ 75.00	106.75	\$ 8,006.25	50%	\$ 4,003.13
	Program Development & Oversight		Director	\$ 95.00	6	\$ 570.00	50%	\$ 285.00
1.4.2	Warm Handoff Coordination	7/1/21-7/31-2022						
	Coordination w/ ERC Board		Director	\$ 95.00	3	\$ 285.00	50%	\$ 142.50
	Coordination w/ ERC Board/Conferer		Program Mgr	\$ 75.00	8	\$ 600.00	50%	\$ 300.00
	Meet w/ Developers or Business		Director	\$ 95.00	2	\$ 190.00	50%	\$ 95.00
	Meet w/ Developers or Business		Pres	\$ 125.00	1	\$ 125.00	50%	\$ 62.50
	Buston Contract		Program Mgr	\$ 75.00	16	\$ 1,200.00	50%	\$ 600.00
	Infrastructure Partnerships		Director	\$ 95.00	4	\$ 380.00	50%	\$ 190.00
1.4.4	Inclusive Business	7/1/21-7/31-2022						
	Chamber/DTMA Outreach		Director	\$ 95.00	2	\$ 190.00	50%	\$ 95.00
	Chamber/DTMA Outreach		Assoc Dir	\$ 75.00	6	\$ 450.00	50%	\$ 225.00
	Association meetings		Director	\$ 95.00	2	\$ 190.00	50%	\$ 95.00
	Association meetings		Assoc Dir	\$ 75.00	2	\$ 150.00	50%	\$ 75.00
	Economic Development/CEDS		Prog Mgr	\$ 80.00	4	\$ 320.00	50%	\$ 160.00
	Economic Development/CEDS		Pres	\$ 125.00	6	\$ 750.00	50%	\$ 375.00
	Economic Development/CEDS		Director	\$ 95.00	12	\$ 1,140.00	50%	\$ 570.00
1.4.4	Rural Broadband	7/1/21-7/31-2022						
	Participate, Track in CASF		Prog Mgr	\$ 80.00	8	\$ 640.00	50%	\$ 320.00
	ID External Funding		Prog Mgr	\$ 80.00	4	\$ 320.00	50%	\$ 160.00
	ISP Assistance & Mapping		Prog Mgr	\$ 80.00	32	\$ 2,560.00	50%	\$ 1,280.00
	Broadband Policy & Leg work		Prog Mgrx2	\$ 80.00	10	\$ 800.00	50%	\$ 400.00
	NV Co BB Plan / LM Grant		Prog Mgr	\$ 80.00	24	\$ 1,920.00	50%	\$ 960.00
	NV Co BB Plan / LM Grant		Director	\$ 95.00	6	\$ 570.00	50%	\$ 285.00
Direct Projects								
XXX	Sierra Consortium Membership		Gov Affairs					\$ 416.67
1.4.1	Business Technical	7/1/21-7/31-2022						
	SBDC Admin & Intake (west)		Sub - ERC			\$ 5,000.00	50%	\$ 2,500.00
1.4.4	Inclusive Business	7/1/21-7/31-2022						
	Annual Summit							
			Total for Period		305.75			\$ 15,182.29
			Credit to balance					\$ (1,432.29)
			Total Invoice					\$ 14,858.00
Please make checks payable to Sierra Business Council. Thank You.								
Sierra Business Council								
PO Box 2428								
Truckee, CA 96160								

Submit all invoices to: Nevada County County Executive Office
Attn: Caleb Dardick
Caleb.Dardick@co.nevada.ca.us;
950 Maidu Avenue, Ste. 220
Nevada City, CA 95959

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined in the Scope of Work and Deliverables.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the 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 Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
8. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
12. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

13. **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
14. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Contractor Name Sierra Business Council

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

Description of Services- Economic Development Management Services

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: 178,300

Contract Beginning Date: 7/1/2021 **Contract Termination Date:** 6/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies:

Commercial General Liability	(\$2,000,000)	Req'd ✓
Automobile Liability	(\$1,000,000)	✓
Worker's Compensation	(Statutory Limits)	✓
Professional Errors and Omissions	(\$2,000,000)	✓

LICENSES AND PREVAILING WAGES

Designate all required licenses:

N/A

NOTICE & IDENTIFICATION

Contractor:
Sierra Business Council
10183 Truckee Airport Road
Truckee, CA 96161

County of Nevada:
County Executive Office
950 Maidu Ave.
Nevada City, CA 95959

Contact Person: Kristin York
(530) 582-4800
e-mail: kyork@sierrabusiness.org

Contact Person: Caleb Dardick
(530) 470-2649
e-mail: Caleb.Dardick@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input checked="" type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> DbA,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

EDD: Independent Contractor Worksheet Required: ☐ Yes ☒ No

ATTACHMENTS

Designate all required attachments:

Exhibit A: Schedule of Services (Provided by Contractor)	Req'd ✓
Exhibit B: Schedule of Charges and Payments (Paid by County)	✓
Exhibit C: Insurance Requirements (Required by Contractor)	✓