#### PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

Meeting Date: December 2, 2014 [X] Consent [] Regular Ordinance [ ] **Public Hearing** 

**Department: Department of Public Safety** 

Submitted By: **Department of Public Safety Submitted For: Division of Justice Services** 

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file amendments to the following contracts for drug treatment and testing services for individuals referred by the Adult Drug Court and Delinquency Drug Court for the period October 1, 2012 through September 30, 2015:

- Second Amendment to Contract for Services with Comprehensive Alcoholism Rehabilitation Programs, Inc. (R-2012-1741) decreasing funding by \$4,000 for a new total not to exceed amount of \$91,000; and
- 2. Second Amendment to Contract for Services with Drug Abuse Foundation of Palm Beach County, Inc. (R-2012-1744) decreasing funding by \$6,000 for a new total not to exceed amount of \$187,000; and
- Second Amendment to Contract for Services with Drug Testing and Counseling 3. Services, Inc. (R-2012-1745) increasing funding by \$10,000 for a new total not to exceed amount of \$581,817; and
- Second Amendment to Contract for Services with South County Mental Health 4. Center, Inc. (R-2012-1746) decreasing funding by \$6,000 for a new total not to exceed amount of \$65,000.

Summary: The contract amendments change the individual contract amounts while the total of all contracts are reduced by \$6,000 for a total not to exceed of \$1,323,904. Due to changes in the number of services provided by each provider, it was necessary to adjust the contracted service amounts. The Second Amendments being filed reflect the service costs actually paid for fiscal year 2014. R2012-1740 thru R2012-1746, approved on November 20, 2012, authorized the County Administrator or his designee to execute amendments to these contracts on behalf of the Board of County Commissioners to adjust the not-to-exceed amount as long as the cumulative total does not exceed \$1,347,732. There is no ad valorem funding required for these contracts. **Countywide** (PGE)

Background and Justification: The Palm Beach County Drug Court Program is a rehabilitation program for non-violent defendants who have drug problems. The Delinquency Drug Court program is a court supervised drug treatment program, which provides regular and continuous supervision as well as intensive substance abuse treatment, sanctions, incentives and support services to juvenile offenders and their families. These contracts for drug treatment and testing service provide drug rehabilitation services to 250 individuals supervised by the Drug Court.

#### Attachments:

- 1. Second Amendment to Comprehensive Alcoholism Rehabilitation Programs, Inc. contract
- 2. Second Amendment to Drug Abuse Foundation of Palm Beach County, Inc. contract

Second Amendment to Drug Testing and Counseling Services, Inc. contract
 Second Amendment to South County Mental Health Center, Inc. contract

Recommended by:

Department Director

Approved By:

Assistant County Administrator

### II. FISCAL IMPACT ANALYSIS

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures					
Operating Costs	(6,000)				
External Revenues	6,000				
Program Income (County)					
In-Kind Match (County)					

# ADDITIONAL FTE
POSITIONS (Cumulative) 0 0 0 0 0

Budget Account Exp No: Fund <u>0001</u> Department <u>660</u> Unit <u>5243/5241</u> Object <u>3401</u>
Rev No: Fund <u>0001</u> Department <u>660</u> Unit <u>5243/5241</u> RevSc <u>var</u>

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Yes X

## B. Recommended Sources of Funds/Summary of Fiscal Impact:

A. Five Year Summary of Fiscal Impact

**Net Fiscal Impact** 

Is Item Included In Current Budget?

Funding for these contracts will be provided by the Drug Abuse Trust Fund (\$30,000), the Criminal Justice Reserve Fund (\$255,000), and Public Safety user charges collected from participants (\$100,000). Complete Supplies Files (\$49,000) will fund Delinquency Drug Court.

No

The First Amendments decreased the total contract amount by \$17,828 and the Second Amendments decreased the total contract amount by \$6,000 for a total contract amount not to exceed \$1,323,904.

Departmental Fiscal Review: Strphant Slinoks

## III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Suru Melly 11/10/14 KN MM10 11/6 OFMB

Contract Administration

B. Legal Sufficiency:

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

# SECOND AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH COUNTY AND COMPREHENSIVE ALCOHOLISM REHABILITATION PROGRAMS, INC. TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES TO DRUG COURT CLIENTS

#### WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into the Original Contract on November 20, 2012 (R-2012-1741), with an effective date of October 1, 2012, and a termination date of September 30, 2015, funded by the County through the County's Palm Beach County Criminal Justice Commission, for a total contract price not to exceed \$129,000; and

WHEREAS, the Original Contract was amended on August 12, 2014 ("First Amendment"), reducing the contract price to an amount not to exceed \$95,000, payable each year in an amount not to exceed \$26,000 per fiscal year 2014 and 2015, and amending two other non-monetary provisions; and

WHEREAS, the total underlying funds, as amended, will still not be fully expended through no fault of the parties; and

WHEREAS, the COUNTY has revised its budget as referenced in the Original Contract (R-2012-1741) as amended, such that the funds to CONSULTANT will now be reduced again in the amount of \$4,000 (or \$2,000 per remaining fiscal year); and

**WHEREAS**, the parties have agreed to amend the Original Contract price referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT, to reflect the additional reduction of \$4000.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend the Original Contract (R-2012-1741), as amended, and enter this Second Amendment as follows:

1. The amended contract price as referenced in Article 3 (Payments to Consultant) in the Original Contract, as amended, is reduced by an amount of \$4,000 (or \$2,000 per remaining fiscal year), making the total amount to be paid by the COUNTY to the CONSULTANT for substance abuse treatment services to drug court clients in the

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Adult Drug Court an amount not to exceed \$91,000. The new reduced Schedule of Payments, is attached hereto and marked "Exhibit BB - Schedule for Payments - Amended" and reflects the second reduced total budget/contract price from \$95,000 to \$91,000.

2. All other provisions of said Original Contract (R-2012-1741), as amended on August 12, 2014 are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to the Original Contract dated November 20, 2012 (R-2012-1741), as amended on August 12, 2014, to be executed by their officials thereupon duly authorized.

By: Wincent Bonvento Director of Public Safety	CONSULTANT: Comprehensive Alcoholism Rehabilitation Programs, Inc.  By: Dan Lacey Executive Director
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:  Assistant County Attorney	
APPROVED AS TO TERMS AND CONDITIONS  By: Many	

Nicole Bishop

Justice Services Division Director

Page 2 of 3

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#### SECOND AMENDMENT TO CONTRACT - EXHIBIT "BB"

#### **Amended Schedule for Payment - (Reduced Contract Price/Budget)**

# Reimbursable Expenses Amending Original Contract dated November 20, 2012 (R-2012-1741), as amended on August 12, 2014 Costs for Project Period October 1, 2012 – September 30, 2015

Service/Program: Substance Abuse Treatment

#### **ADULT DRUG COURT:**

Camila	Unit	<b>D</b> . 4	
Service	Туре	Rate	
Individual Sessions	1 hour	\$58.00	
Group Counseling Sessions	1 hour	\$22.50	•
OCTOBER 1, 2012 – SEPTEMBER 30, 20	)13:		\$43,000
OCTOBER 1, 2013 – SEPTEMBER 30, 20			\$24,000
OCTOBER 1, 2014 – SEPTEMBER 30, 20	)15:		\$24,000
MAXIMUM CONTRACT AMOUNT FOR	R THREE Y	EARS:	\$91,000

## TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:

\$91,000

The Consultant will prepare and submit monthly invoices to the Adult Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this AGREEMENT, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Agreement.

Page 3 of 3

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# SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND DRUG ABUSE FOUNDATION OF PALM BEACH COUNTY, INC. TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES TO DRUG COURT CLIENTS

THIS SECOND AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH COUNTY AND DRUG ABUSE FOUNDATION OF PALM BEACH COUNTY, INC. (hereinafter "Second Amendment") originally entered on November 20, 2012 ("Original Contract" R-2012-1744) and amended on August 12, 2014 ("First Amendment") to provide professional services, is made as of this day of formula of the State of Florida, by and through its Board of Commissioners (hereinafter referred to as the "COUNTY") and Drug Abuse Foundation of Palm Beach County, Inc. (hereinafter referred to as the "CONSULTANT"), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 237074625.

#### WITNESSETH:

WHEREAS, the COUNTY and CONSULTANT entered into the Original Contract on November 20, 2012 (R-2012-1744), with an effective date of October 1, 2012, and a termination date of September 30, 2015, funded by the County through the County's Palm Beach County Criminal Justice Commission, for a total contract price not to exceed \$183,000; and

WHEREAS, the Original contract was amended on August 12, 2014 ("First Amendment"), increasing the contract price to an amount not to exceed \$193,000, payable each year in an amount not to exceed \$66,000 per fiscal year 2014 and 2015, and amending two other non-monetary provisions; and

WHEREAS, the total underlying funds, as amended will not be fully expended through no fault of the parties; and

WHEREAS, the COUNTY has revised its budget as referenced in the Original Contract (R-2012-1744) as amended, such that the funds to CONSULTANT will now be reduced in the amount of \$6,000 (or \$3,000 per remaining fiscal year); and

WHEREAS, the parties have agreed to amend the Original Contract, as amended price referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT to reflect the additional reduction of \$6,000.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend the Original Contract (R-2012-1744) as amended, and enter this Second Amendment as follows:

1. The amended contract price as referenced in Article 3 (Payments to Consultant) in the Original Contract, as amended, is reduced by an amount of \$6,000 (or \$3,000 per remaining fiscal year), making the total amount to be paid by the COUNTY to the CONSULTANT for substance abuse treatment services to drug court clients in the Adult Drug Court an amount not to exceed \$187,000. The new reduced Schedule of

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Payments, is attached hereto and marked "Exhibit BB - Schedule for Payments - Amended" and reflects the reduced total budget/contract price from \$193,000 to \$187,000.

2. All other provisions of said Original Contract (R-2012-1744) as amended on August 12, 2014, are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Original Contract dated November 20, 2012 (R-2012-1744), as amended on August 12, 2014, to be executed by their officials thereupon duly authorized.

be executed by their officials thereupon duly authorized.	
By: Wincent Bonvento Director of Public Safety  APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By: Assistant County Attorney	CONSULTANT: Drug Abuse Foundation of Palm Beach County, Inc.  By: Alton Taylor Chief Executive Officer
APPROVED AS TO TERMS AND CONDITIONS  By: Micole Bishop Justice Services Division Director	
Page 2 of 3	
	Attachment # Page of

#### SECOND AMENDMENT TO CONTRACT - EXHIBIT "BB"

#### Schedule for Payment – (Reduced Contract Price/Budget)

# Reimbursable Expenses Amending Original Agreement dated November 20, 2012 (R-2012-1744) as amended on August 12, 2014

Costs for Project Period October 1, 2012 – September 30, 2015

Service/Program: Substance Abuse Treatment

#### **ADULT DRUG COURT:**

Service	Unit Type	Billing Rate	
Individual Sessions Group Counseling Sessions	1 hour 1 hour	\$58.00 \$22.50	
OCTOBER 1, 2012 – SEPTEMBER 30, 20 OCTOBER 1, 2013 – SEPTEMBER 30, 20 OCTOBER 1, 2014 – SEPTEMBER 30, 20 MAXIMUM CONTRACT AMOUNT FOR	14: 15:	EARS:	\$61,000 \$63,000 \$63,000 \$187,000

#### TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:

\$187,000

The Consultant will prepare and submit monthly invoices to the Adult Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this AGREEMENT, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Agreement.

Page 3 of 3

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# SECOND AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH COUNTY AND DRUG TESTING AND COUNSELING SERVICES, INC. TO PROVIDE DRUG TESTING SERVICES TO DRUG COURT CLIENTS

#### WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into the Original Contract on November 20, 2012 (R-2012-1745), with an effective date of October 1, 2012, and a termination date of September 30, 2015, funded by the County through the County's Palm Beach County Criminal Justice Commission, for a total contract price not to exceed \$533,644.50, payable each year in an amount not to exceed \$177,881.50 per fiscal year; and

WHEREAS, the Original Contract was amended on August 12, 2014 ("First Amendment"), increasing the Original Contract price to an amount not to exceed \$571,816.50, payable each year in an amount not to exceed \$196,9671.50, per fiscal year, and amending two other non-monetary provisions; and

WHEREAS, the First Amended Contract price of \$571,816.50 will not cover the cost of the anticipated remaining services prior to the end of the Original Contract term of September 30, 2015; and

**WHEREAS**, the parties have agreed to again increase by an amount not to exceed \$10,000, the Original Contract price, as amended, referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to again amend the Original Contract, as amended and enter this Second Amendment as follows:

1. The Scope of Work and Services (number of drug tests) will increase to once a week for the adult drug court and the contract price, as amended and as referenced in Article 3 of the Original Contract, is increased an additional \$10,000 from \$571,816.50 to \$581,816.50. The new Schedule of Payments, is attached hereto and

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Page		of	H

marked "Exhibit CC - Schedule for Payments - Amended" and reflects the total budget/contract price.

2. All other provisions of said Original Contract entered on November 20, 2012 (R-2012-1745), and the First Amendment dated August 12, 2014, are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to the Original Contract dated November 20, 2012 (R-2012-1745), as amended on August 12, 2014, to be executed by their officials thereupon duly authorized.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Wincent Bonvento Director of Public Safety
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By: Assistant County Attorney
APPROVED AS TO TERMS AND CONDITIONS  By:
Nicole Bishop  Justice Services Division Director

CONSULTANT:

**Drug Testing and Counseling Services, Inc.** 

By:

Laurencio Lira

Community Coordinator

Page 2 of 3

Attachment #	3
Page	_of

#### SECOND AMENDMENT TO CONTRACT - EXHIBIT "CC"

### Amended Schedule for Payment - (Increase Contract Price/Budget)

# Reimbursable Expenses Amending Original Contract (R-2012-1745) and First Amendment of August 12, 2014 Costs for Project Period October 1, 2012 – September 30, 2015

Service/Program: Drug Court Drug Testing

#### **ADULT DRUG COURT:**

	Unit		
Service	Type	Rate	
Individual Sessions	1 hour	\$58.00	
Group Counseling Sessions	1 hour	\$22.50	
7- Panel Drug Test	1 unit	\$14.00	
OCTOBER 1, 2012 – SEPTEMBER 30, 2013:			\$163,994
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:			\$188,080
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:			\$188,080
MAXIMUM CONTRACT AMOUNT	Γ FOR THREE Y	EARS:	\$540,154

JUVENILE/DELINQUENCY DRUG COURT:			
Service	Unit Type	Rate	
7-Panel Drug Test	1 unit	\$14.00	
JUVENILE OCTOBER 1, 2012 – SEPTEM	MBER 30, 201	3:	\$13,887.5

JUVENILE OCTOBER 1, 2012 – SEPTEMBER 30, 2013:	\$13,887.50
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:	\$13,887.50
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:	\$13,887.50
JUVENILE MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$41,662.50

## TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:

\$581,816.50

The Consultant will prepare and submit monthly invoices to the Adult Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this AGREEMENT, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Agreement.

Page 3 of 3

Attac	hment#	3
Page	man president	of 4

Drug Testing & Counseling Services
2677 Forest Hill Blvd. Ste-102
West Palm Beach, FL 33406

P: (561) 433-0123 F: (561) 967-3484

Date: 09/08/2014

To: Dorrie Tyng

**Subject: Signatory Authority** 

This is to notify you that the following individual (Laurencio Lira) has signature authority to sign on behalf of DTCS, a Florida Corporation. This authorization will include but is not limited to: Signature for original contract, addendums to the contract, negotiations of the contract: to provide drug testing and counseling services to the County of Palm Beach.

Patricia a. Lera

Patricia A. Lira CEO

Attachment #	3
Page	of

# SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND SOUTH COUNTY MENTAL HEALTH CENTER, INC.

#### WITNESSETH:

WHEREAS, the COUNTY and CONSULTANT entered into the Original Contract (R-2012-1746) on November 20, 2012, to provide screening, diagnosis, psychiatric services, medication and medication management to drug court program participants, with an effective date of October 1, 2012, and a termination date of September 30, 2015 and a contract price of \$45,000; and

WHEREAS, the Original Contract was amended on August 12, 2014 ("First Amendment"), increasing the contract price from \$45,000 to \$71,000, and amending two other non-monetary provisions; and

WHEREAS, the total underlying funds, as amended, will not be fully expended through no fault of the parties; and

WHEREAS, the COUNTY has revised its budget, such that the funds to CONSULTANT referenced in the First Amendment dated August 12, 2014, will now be reduced in the amount of \$6,000 (or \$3,000 per remaining fiscal year); and

WHEREAS, the parties have agreed to amend the Original Contract price, as amended, again, as referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT, to reflect this reduction of \$6,000.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend the Original Contract (R-2012-1746) and enter this Second Amendment as follows:

1. The amended contract price as referenced in Article 3 (Payments to Consultant) in the Original Contract, as amended, is reduced by an amount of \$6,000 (or \$3,000 per remaining fiscal year), making the total amount to be paid by the COUNTY to the CONSULTANT for substance abuse treatment services to drug court clients in the

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Adult Drug Court an amount not to exceed \$65,000. The new reduced Schedule of Payments, is attached hereto and marked "Exhibit BB - Schedule for Payments - Amended" and reflects the new reduced total budget/contract price.

2. All other provisions of said Original Contract (R-2012-1746), as amended on August 12, 2014, are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to the Original Contract dated November 20, 2012 (R-2012-1746), as amended on August 12, 2014, to be executed by their officials thereupon duly authorized.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Much Development Services Director of Public Safety

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: March Bishop Justice Services Division Director

Page 2 of 3

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#### SECOND AMENDMENT TO CONTRACT - EXHIBIT "BB"

### **Schedule for Payment - Amended**

# Reimbursable Expenses Amending Original Agreement (R-2012-1746) and First Amendment of August 12, 2014 Costs for Project Period October 1, 2012 – September 30, 2015

Service/Program: Substance Abuse Treatment

#### **ADULT DRUG COURT:**

Service	Unit Type	Billing Rate	Estimated Number
	- <b>J F</b> -		
Psychiatric Evaluations	Per Person	\$210.00	75
Medication Management	Monthly	\$60.00	570
Medication	Yearly	\$200.00	75
OCTOBER 1, 2012 – SEPTEMBER 30,	\$15,000		
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:			\$25,000
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:			\$25,000
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:			\$65,000

#### TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:

\$65,000

The Consultant will prepare and submit monthly invoices to the Adult Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this AGREEMENT, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Agreement.

Page 3 of 3

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