

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Economic Evaluation of Capacity and Energy Study)**

This First Amendment ("First Amendment") to the Professional Services Agreement is made as of the _____, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida ("CITY") and **Horizons Energy, LLC**, a limited liability company authorized to do business in the State of Florida, ("CONSULTANT").

WHEREAS, on May 25, 2022, the CITY and CONSULTANT entered a Professional Services Agreement for the CONSULTANT to develop a 20-year economic evaluation of capacity and energy options available to the City's Electric Utility in support of the CITY's goals of providing low cost, reliable, and low carbon electric utility service to its customers ("Agreement"); and

WHEREAS, the City Commission has requested additional data, information, and services regarding the Electric Utility, which fall within the CONSULTANT's significant area of expertise in assisting electric power generation companies and electric utilities; and

WHEREAS, the CONSULTANT has agreed to provide the additional services under the same rates as set forth in the Agreement; and

WHEREAS, the purpose of this First Amendment is to set forth certain terms and conditions for the provision of the additional services by the CONSULTANT to the CITY; and

WHEREAS, the CITY finds entering this First Amendment serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Consultant's Services.** Section 2 of the Agreement, regarding the CONSULTANT's services, is amended to add the additional consulting services as may be requested by the CITY's Electric Utility Director or designee including, but not limited to, conducting additional research and preparing additional information, presentations, and/or data for the CITY's Electric Utility Advisory Board meetings, City Commission workshops, and City Commission meetings, and for the CITY's Electric Utility.
3. **Fees.** Section 5 of the Agreement, regarding the CONSULTANT's fees, is amended to increase the CONSULTANT's compensation for the additional services to be provided under this First Amendment. The maximum not to exceed compensation to be paid by the CITY to the CONSULTANT under this First Amendment is **Ten Thousand Dollars (\$10,000.00)**. The CONSULTANT'S rates for this First Amendment shall be the same rates as set forth in the Agreement.
4. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this First Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.
5. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same

instrument. Either or both parties may sign this First Amendment electronically and provide a copy to the other via facsimile or email and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Professional Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Horizons Energy, LLC**

[Corporate Seal]

By: (Greg Turk) / [Signature]
Print Name: Greg Turk
Title: president

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 12 day of November, 2022, by Greg Turk, who was physically present, as President (title), of **Horizons Energy, LLC**, a limited liability company, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Driver License as identification.

Notary Public

[Signature]
Print Name: Rohn Francis
My commission expires: 4/27/2026

