

TASK ORDER No. 2

**CONTINUING PROFESSIONAL SERVICES
(Energy Management & Engineering Services)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order No. _”) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **nFront Consulting LLC**, a Florida Limited Liability Company (“Consultant”). Herein, the City and Consultant are collectively referred to as the “Parties.”

1.0 Project Description:

The City desires the Consultant to provide consulting services consisting of assistance with reviews of monthly invoices associated with the City’s 2025 power supply contract with the Florida Municipal Power Agency and other evaluations related to the City’s existing generating resources and prospective future resources.

2.0 Scope

Under this Task Order No. 2, the Consultant will provide the City with services specified in the **Consultant’s proposal attached hereto and incorporated herein as Exhibit “1”** attached hereto (“Services”).

3.0 Schedule

The services to be provided under this Task Order No. 2 shall be completed on a mutually acceptable schedule as jointly determined by the Parties.

4.0 Compensation

This Task Order No. 2 is issued for an estimated not to exceed budget of Seventy-Five Thousand Dollars (\$75,000). The attached Exhibit 1 identifies all costs and expenses included in the estimated, not to exceed, budget. Charges will not exceed this estimated budget without the City’s prior written authorization.

5.0 Project Manager

The Project Manager for the Consultant is Jonathan Nunes, phone: (407) 627-0041; email: JonathanNunes@nFrontConsulting.com; and the Project Manager for the City is Brian King, phone: (561) 586-1706; email: BKing@LakeWorthBeachFL.gov.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but at a minimum every 30 days.

7.0 Compliance with section 787.06, Florida Statutes.

By signing this Task Order No. _ before a notary public and taking an oath under the penalty of perjury, the Consultant attests and warrants that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

8.0 Authorization

This Task Order No. 2 is issued pursuant to the Continuing Professional Services Agreement (Energy Management & Engineering Services) based on RFQ#23-300 between the City of Lake Worth Beach and the Consultant, dated April 13, 2023 (“Agreement”). If there are any conflicts between the terms and conditions of this Task Order No. 2 and the Agreement, the terms and conditions of the Agreement shall prevail. The Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have made and executed this Task Order No. 2 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **nFRONT CONSULTING LLC**

By: Bradley Kushner

Bradley Kushner, Manager

[Corporate Seal]

STATE OF Florida)
COUNTY OF Orange)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 17th day of Feb 2026, by Bradley Kushner, as the Manager of **nFRONT CONSULTING LLC**, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **nFRONT CONSULTING LLC** to the same.

Sandra D. Kupetz
Notary Public Signature

Notary Seal:



Sandra D. Kupetz
Comm.: HH 654270
Expires: Jun. 4, 2029
Notary Public - State of Florida

Exhibit “1”

(4-Pages)

Exhibit 1

Power Supply Contract Review

GENERAL

The Scope of Services described herein (“Scope of Services”) will be provided by nFront Consulting LLC (“Consultant”) to Lake Worth Beach Utilities (“LWBU”) (Consultant and LWBU are collectively the “Parties”) under the provisions of the Continuing Professional Services Agreement, dated April 13, 2023, between the City of Lake Worth Beach and nFront Consulting LLC (“Agreement”).

The purpose of this Scope of Services is for the Consultant to provide assistance to LWBU in periodically reviewing charges from Florida Municipal Power Agency (“FMPA”) under the supplemental power supply agreement (“SPSA”) between FMPA and LWBU, as described and provided for in Task Order 2. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

SCOPE OF SERVICES

Consultant shall perform the following tasks under the Scope of Services.

Task 1. Monthly Contract Charges Review

Consultant will work with LWBU staff to perform a monthly review of invoiced charges from FMPA under the SPSA for invoices issued for the January 1 through December 31, 2026, period. Consultant expects that invoices from FMPA will be provided with sufficient numerical detail and in spreadsheet format to accommodate a direct inspection of the data and calculations that underpin billing determinants and charges. If the FMPA invoices do not include sufficient detail or electronic backup data spreadsheet format Consultant will work with LWBU and FMPA to ensure sufficiently detailed backup data is provided to Consultant coincident with delivery of invoices to LWBU from FMPA.

The review will check for conformance with the provisions of the SPSA and accuracy of billing determinants, billing rates, and source data, including the following.

- Invoice review
 - Confirm calculation of capacity, energy, transmission, and ancillary charges
 - Validate billing determinants, including billed volumes, peak demand, and applicable rates
 - Identify billing discrepancies or unusual charges
- Hourly load data review
 - Review hourly load and generation data for completeness and consistency with LWBU loads, treatment of generation from LWBU solar and FMPA entitlements, accounting for St. Lucie generation and any generation from other LWBU local resources
 - Reconcile hourly load and generation volumes against invoiced quantities, including billing energy and billing demand
 - Identify anomalies, outliers, or irregular patterns in hourly profiles
- Fuel price determination
 - Confirm gas-indexed charges are calculated in accordance with the applicable contract pricing provisions
 - Review natural gas prices, either relative to independent data obtained from Florida Gas Utility (“FGU”) or other Florida Gas Transmission (“FGT”) daily pricing data
- Crediting for LWBU resources – Review treatment of LWBU resources in the determination of supplemental contract capacity, energy purchases, and credits for sales of generation not needed by LWBU

Exhibit 1

Power Supply Contract Review

To the extent Consultant identifies discrepancies, errors, or anomalies during the invoice review process, Consultant will notify LWBU by providing a summary of the issue, including the nature of the discrepancy and its potential impact. Consultant will coordinate with LWBU regarding steps to facilitate resolution including, as requested, (i) supporting LWBU's communications with FMPA and (ii) engaging with FMPA directly to review documentation, analysis, and/or supporting calculations to clarify issues.

Task 2. Annual Supplemental Power Supply Analysis

Consultant will prepare an annual summary of LWBU's monthly billing determinants and charges under the SPSA for the January 1, 2026 through December 31, 2026 period, consolidating monthly invoice data received from FMPA. The summary will be prepared in Excel format and will incorporate capacity and energy quantities by source, charges by major component and resource, and average cost rates. It is anticipated that the form of this analysis will be developed early in this first FMPA contract year and will be populated as the year progresses. The summary will be structured to allow for the inclusion of other contracts and LWBU-owned generation, providing a comprehensive view of LWBU's all-in power costs and highlighting key cost drivers and trends, as well as insights into the outlook, as appropriate.

Task 3. LWBU Existing Resource Evaluations

Consultant will assist LWBU with economic evaluations related to refurbishment and other projected capital expenditures to extend the lives of LWBU's resources, to increase their output, and/or to otherwise increase their usefulness and value to LWBU. Such evaluations will reflect a comparison of the long-term benefits to LWBU in the context of both the current FMPA power supply arrangement and projected future costs for capacity and energy beyond the expected term of the FMPA arrangement versus the capital cost of the upgrade in question. Consultant will work with LWBU and LWBU's other advisers, including FMPA, to develop parameters regarding capital costs, changes in net generating capacity and performance characteristics, and changes to the projected service life and will develop reasonable parameters regarding the projected capacity and energy benefits of each project under consideration by LWBU. Consultant will then develop net present value, net payback, and/or other cost-effectiveness metrics, as appropriate, from which to consider the absolute and relative value of potential projects. Consultant will review summarized results with LWBU and discuss refinements and next steps.

Task 4. BESS Resource Evaluations

Consultant will assist LWBU with economic evaluations related to potential use cases for a battery energy storage system ("BESS"). Consultant will work with LWBU and LWBU's other advisers, including FMPA, to develop parameters regarding capital and operating costs of a BESS (net of any grant funding available to LWBU, as appropriate), the operating characteristics and service life of the BESS, the projected value of BESS capacity in the context of both the current FMPA power supply arrangement and projected future costs for capacity beyond the expected term of the FMPA arrangement, and projected energy price patterns that might form the basis of arbitrage value of the BESS. Consultant will work with LWBU and LWBU's other advisers, including FMPA, to evaluate the projected economics of a BESS resource using a net present value framework across a reasonable range of assumptions regarding these factors. Consultant will review summarized results with LWBU and discuss refinements and next steps.

Activities to be Performed by LWBU

Activities to be performed by LWBU shall include the following:

- Review and provide data and information requested by Consultant
- Participation in conference calls and meetings by appropriate LWBU staff

Exhibit 1

Power Supply Contract Review

- Review of draft deliverables prepared by Consultant
- Other activities as reasonably requested by the Consultant to conduct the Scope of Services

The Fee for Services and Schedule for Completion contained herein is conditioned upon LWBU’s complete and timely submittal of data, information, and review in response to requests made by Consultant.

ADDITIONAL SERVICES

At the written request of the LWBU, and to the extent not provided for in this Scope of Services, Consultant may perform additional work consistent with the provisions outlined in the Agreement. Changes or modifications to the Scope of Services will be authorized by mutual written agreement between the Parties. A written agreement includes email correspondence between authorized representatives of the Parties. Additional Services may include but are not limited to the following:

- Projections of charges under the SPSA or other projections
- Support for mediation or other dispute resolution processes

SCHEDULE FOR COMPLETION

A mutually acceptable schedule for completion will be jointly determined in writing by the Parties.

COMPENSATION

Fee for Services

Services are to be provided on a time and materials basis. Compensation for Services performed will be based on actual time worked and the billing rates¹ shown in Table 1 below. The Parties have agreed to an initial Fee for Services associated with the Scope of Services of \$75,000, excluding travel-related and any other direct expenses incurred by Consultant in providing Services under Task Order 2. If Consultant becomes aware of any circumstances that may result in the Fee for Services exceeding \$75,000, Consultant shall notify LWBU as soon as practicable, and the Parties will coordinate to determine mutually acceptable increases to the Fee for Services in writing.

Table 1
Billing Rates

Staff Position	January 1, 2026 through April 30, 2026 (\$/Hour)	May 1, 2026 through December 31, 2026 (\$/Hour)
Managing Director	\$300	\$315
Executive Consultant	\$285	\$300
Senior Consultant	\$260	\$275
Analyst/Consultant	\$185	\$200

¹ Consistent with billing rates for the first three years of the Agreement (through April 2026) and adjusted beginning of May 2026 as provided for in the Agreement.

Exhibit 1
Power Supply Contract Review

Out of Pocket Expense

LWBU shall reimburse Consultant for all reasonable out-of-pocket expenses incurred by the Consultant during the prosecution of this Scope of Services, in an amount equal to the actual cost thereof. Such costs shall be in addition to the not to exceed fee stated in the Fee for Services section herein.