

SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Seventh Amendment (“Seventh 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 **Vantage Energy Consulting, LLC**, a Florida limited liability company, (“CONSULTANT”).

WHEREAS, the City and CONSULTANT entered a Professional Services Agreement for the CONSULTANT’s distinct field of expertise in Florida and beyond (the “Agreement”) on November 8, 2017; and

WHEREAS, the Consultant has a distinct field of expertise in Florida and beyond in regard to auditing electric services and providing variety of consulting services related to electric utility regulatory issues, asset management and procurement; and

WHEREAS, the Agreement has been amended six times to broaden the scope of services which CONSULTANT was providing to the CITY; and

WHEREAS, the Fourth, Fifth and Sixth Amendment included specific tasks that Consultant provided in the past year and the City wishes to extend the same services for the additional year; and

WHEREAS, the CONSULTANT has submitted the new rates for services sought by the CITY; and

WHEREAS, the purpose of this Seventh Amendment is to renew the term for one (1) year and set forth certain terms and conditions for the provision of additional services by the CONSULTANT to the CITY; and

WHEREAS, the CITY’s Electric Utility has reviewed the CONSULTANT’s rates and concluded the rates are reasonable; and

WHEREAS, under section 2-112(c)(6) of the CITY’s procurement code, the City Commission is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection; and

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 services as outlined in the Consultant’s

proposal and new rates, and consisting of one page, which is attached hereto as **Exhibit “1”** and incorporated herein.

3. **Fees.** Section 5 of the Agreement, regarding the Consultant’s fees, is amended to allow for the additional services to be provided by the Consultant under this Amendment. Said compensation shall not exceed **One Hundred Seventy Thousand Eight Hundred and Eighty Dollars (\$170,880.00)**.

4. **Term of Agreement.** Section 4 of the Agreement shall be amended to provide that the Agreement expires November 30, 2021.

5. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
 - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 - f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

6. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this Fourth 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 Fourth 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 remain in full force and effect.

7. **Counterparts.** This Fourth 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 Fourth Amendment via facsimile or email and such signature is as valid as the original signature of such party.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____

Deborah M. Andrea, City Clerk

By: _____

Pam Triolo, Mayor

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By: _____

Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL

SUFFICIENCY

By: _____

Bruce T. Miller, Financial Services Director

CONSULTANT:

Vantage Energy Consulting, LLC

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who was physically present, as _____ (title), of **Vantage Energy Consulting, LLC, A Corporation**, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

Exhibit "1"
(Vantage Rates – 1 page)

Proposed LWB Budget Fiscal 2021									
1 Assist with rates and budgeting including			Mark Fowler Budget			Walt Drabinski Budget			
LWB Budgeting			Days	Hours	Rate	Days	Hours	Rate	
		Actual versus Budget updates	6	48	\$ 230	0.5	4	\$ 250	
		Work with external rate consultants	6	48	\$ 230	0	0	\$ 250	
		Rate and Financial Projections	6	48	\$ 230	0	0	\$ 250	
		Bill Verification	6	48	\$ 230	0	0	\$ 250	
		Load Forecasting for Model	3	24	\$ 230	1	8	\$ 250	
		Nominations(including Model Update)	1	8	\$ 230	1	8	\$ 250	
2	Customer Solar Energy /Avoided cost		2	16	\$ 230	0	0	\$ 250	
3	Greenhouse and carbon free		2	16	\$ 230	0	0	\$ 250	
4	Maintain All In Cost Model		12	96	\$ 230	3	24	\$ 250	
5	Product Budget Variance Reports								
		Monthly	12	96	\$ 230	0.5	4	\$ 250	
		Quarterly	6	48	\$ 230	1	8	\$ 250	
6	Assist with Ad Hoc Presentations and Reports		20	160	\$ 230	3	24	\$ 250	
Total			82	656	\$ 150,880	10	80	\$ 20,000	