

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Sixth Amendment ("Sixth Amendment") to the Professional Services Agreement is made as of the 21 day of FEBRUARY, 2020, 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 five times to broaden the scope of services which CONSULTANT was providing to the CITY; and

WHEREAS, the Fourth and Fifth 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 Sixth 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 Eighty Eight Thousand One Hundred and Sixty Dollars (\$188,160)**.
4. **Term of Agreement.** Section 4 of the Agreement shall be amended to provide that the Agreement expires November 8, 2020.
5. **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.
6. **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.
7. **Scrutinized Companies.**
 - A. CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
 - B. If this Agreement is for one million dollars or more, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONSULTANT, or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors are placed on

the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The CONSULTANT agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONSULTANT shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

IN WITNESS WHEREOF the parties hereto have made and executed this Sixth 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:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT:

Vantage Energy Consulting, LLC

By: Jean A. Gormley
Print Name: JEAN A. GORMLEY
Title: CEO



STATE OF FLORIDA)

COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21 day of February 2020, by JEAN GORMLEY, who was physically present, as CEO (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: Jo A. Socha

My commission expires: March 7, 2023



Exhibit "1"
(Vantage Rates – 1 page)

	Work Days	Hours		
Assist with rates and budgeting including				
LWB Budgeting				
Actual versus Budget updates	6	\$240	\$11,520	
Work with external rate consultants	6	\$240	\$11,520	
Rate and Financial Projections	6	\$240	\$11,520	
Bill Verification	6	\$240	\$11,520	
Load Forecasting for Model	6	\$240	\$11,520	
Nominations(including Model Update)	2	\$240	\$3,840	
Customer Solar Energy	6	\$240	\$11,520	
Greenhouse and carbon free	6	\$240	\$11,520	
Maintain All In Cost Model	12	\$240	\$23,040	
Product Budget Variance Reports				
Monthly	8	\$240	\$15,360	
Quarterly	4	\$240	\$7,680	
Assist with Ad Hoc Presentations and Reports	15	\$240	\$28,800	
Continue FPU Negotiations-1	15	\$240	\$28,800	
Total	98	\$240	\$188,160	
1- this situation is fluid as of January 10, 2020. Awaiting FPU				