

NINTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Ninth Amendment ("Ninth Amendment") to the Professional Services Agreement is made as of the 3rd of November 2017 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 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 City and CONSULTANT entered a Professional Services Agreement for the CONSULTANT's distinct field of expertise in Florida and beyond on November 8, 2017 ("Agreement"); and

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

WHEREAS, the Fourth, Fifth, Sixth, Seventh and Eighth Amendment included specific tasks that CONSULTANT provided in the past year and the CITY wishes to extend the same services for an additional year; and

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

WHEREAS, the purpose of this Ninth 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 a direct agreement with a consultant with a distinct field of expertise without competitive selection; and

WHEREAS, the CITY finds approving this Ninth Amendment with the CONSULTANT 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 services and update the rates for the CONSULTANT's services as outlined in the CONSULTANT's proposal, 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 Ninth Amendment. Compensation paid by the CITY to the CONSULTANT shall not exceed **One Hundred Fifteen Thousand, Two Hundred Dollars (\$115,200.00) under this Ninth Amendment.**
4. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement (as previously amended) and this Ninth 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 Ninth 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 (as previously amended) remain in full force and effect.
5. **Counterparts.** This Ninth 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 Ninth 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Ninth 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: **Vantage Energy Consulting, LLC**



[Corporate Seal]

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

STATE OF Florida)
COUNTY OF Sumter)

The foregoing instrument was acknowledged before me by means of • physical presence or • online notarization on this 2nd day of November, 2022, by Jean Ann Gormley, as the CEO (title), of **Vantage Energy Consulting, LLC**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced FLORIDA D/L as identification, and who did take an oath that he or she is duly authorized to execute the forgoing instrument and Bind the CONTRACTOR to the same.

Notary Public

Andrea Zajac
Print Name: Andrea Zajac
My commission expires: 03/01/2025

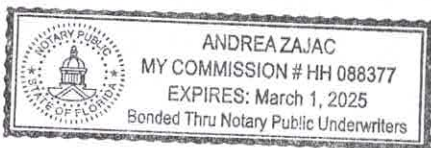


Exhibit "1"
(Vantage Rates – 1 page)

			Proposed Vantage Budget for LWB Work Fiscal 2023						
						Days	Hours		
1	Assist with rates and budgeting as needed					35	280		
2	Solar Energy /Avoided cost/Energy Conservation					7	48		
3	Greenhouse and carbon free if needed					3	24		
4	Maintain All In Cost Model					12	96		
5	Produce Budget Variance Reports								
		Monthly				14	112		
		Quarterly				7	56		
6	Assist with Ad Hoc Presentations, Reports and Meetings					18	144		
7	Work with City Committees on independent procurement					6	48		
		Total				102	480		
					Blended Hourly Rate		\$240		
					Annual Budget		\$115,200		