

PROFESSIONAL SERVICES AGREEMENT
(Electric Utility Consulting Services)

THIS AGREEMENT ("Agreement") is entered into by and between the City of Lake Worth, a Florida municipal corporation ("City") and Vantage Energy Consulting, LLC, a Florida Limited Liability Company ("Consultant").

RECITALS

WHEREAS, the City's electric utility is in need of certain consulting services related to the billings it receives from OUC; future asset management; and, power purchase agreements; and,

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

WHEREAS, the Consultant submitted a proposal to provide consulting services to the City related to the OUC billings, future asset management and power purchase agreements and is willing to provide appropriately licensed, qualified personnel to provide the City with said services; and,

WHEREAS, the City desires to accept the Consultant's proposals; and,

WHEREAS, under section 2-112(c)(6) of the City's procurement code, the City Manager is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection for a not to exceed amount of \$25,000; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal, which is attached hereto as **Exhibit "A"** and incorporated herein by reference, the Consultant shall provide the City with consulting services related to the OUC billings, future asset management and power purchase agreements.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City and shall be for one (1) year unless earlier terminated as stated herein. The term shall automatically renew for additional one (1) year terms unless earlier terminated as stated herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than five (5) days written notice of termination.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant in accordance with the hourly rates set forth in the Consultant's proposal (**Exhibit "A"**) and for reimbursable project expenses; provided that, the *total amount to paid the Consultant under this Agreement shall not exceed **Twenty-Five Thousand Dollars (\$25,000)*** for the initial one (1) year term. For each additional one (1) year terms of this Agreement, the not to exceed amount shall also be **Twenty-Five Thousand Dollars (\$25,000)**. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"** or deemed to be a reimbursable project expense. If the City and Consultant desire to increase the not to exceed amount set forth above in any one (1) year term, the parties shall execute an amendment to this Agreement which must be approved by the City Commission pursuant to the City's procurement code.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

c. Reimbursable Project Expenses. The City will reimburse the Consultant for reasonable out-of-pocket project expenses. To ensure reimbursement of large expenditures (more than \$500), prior approval from the City's Electric Utility Director or designee is recommended. The following guidelines are provided on reimbursable project expenses:

1. In-house photocopying will be paid at the rate of ten cents (.10) per page (invoices should specify the number of copies for which reimbursement is sought).
2. If reimbursement is sought for long distance telephone calls or facsimile, the invoice must reflect the number of calls, date, length of call, and per minute cost.
3. Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance orally by the Electric Utility Director or designee and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
4. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and reasonably necessary in the performance of services provided.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes. The City shall not be required to indemnify, defend or save harmless the Consultant in any matter or manner whatsoever.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States

Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability policy will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. This Agreement shall not be subject to arbitration.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during

normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth
Attn: City Manager
7 North Dixie Highway
Lake Worth, FL 33460

and if sent to the CONSULTANT, shall be sent to:

Vantage Energy Consulting, LLC
20844 4th Avenue West
Cudjoe Key, FL 33042

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets 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 Agreement may

be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposals (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, Michael Crisafulle hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.

SECTION 32: WORKS FOR HIRE.

All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Consultant or its sub-consultants (if any) under this Agreement shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Consultant and Consultant's sub-consultants (if any) will assign to the City all right, title and interest in and to Consultant and/or Consultant's sub-consultants' copyright(s) for such Documents. Consultant shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Consultant shall retain copies of the Documents for a period of three (3) years from the date of completion of the services performed under this Agreement. The City grants to the Consultant and

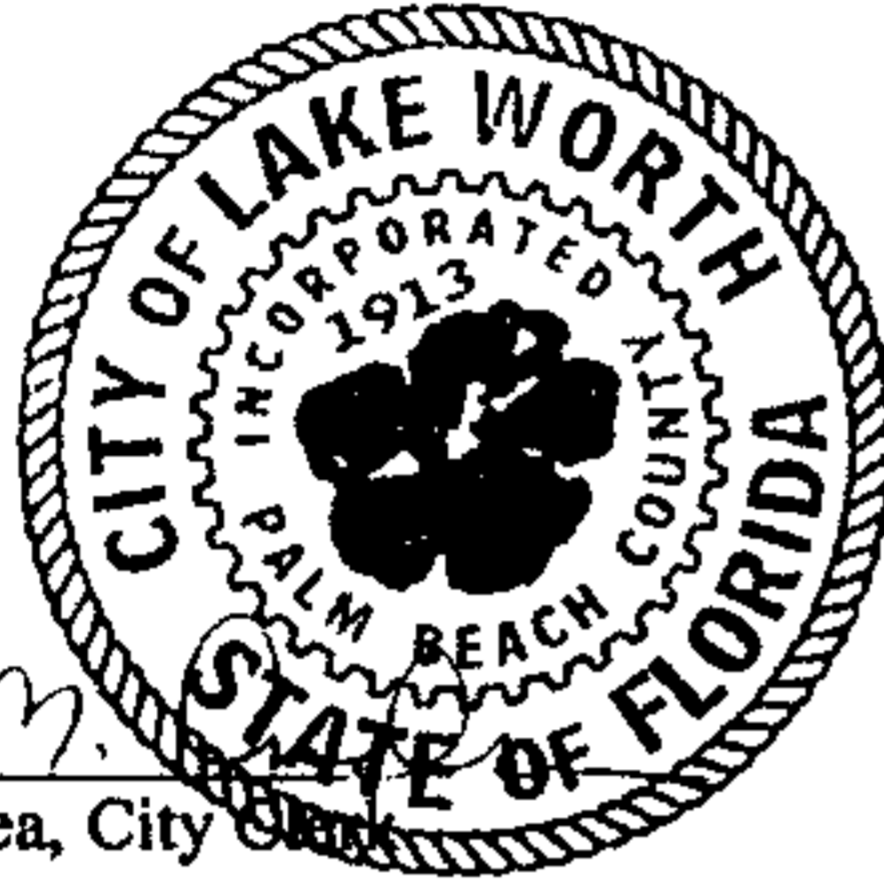
Consultant's sub-consultants (if any) the right and/or limited license to use a portion of the Documents prepared by the Consultant or the Consultant's sub-consultants in future projects of the Consultant or Consultant's sub-consultants with said right and/or limited license to use a portion at Consultant's or Consultant's sub-consultant's own risk and without any liability to City. Any modifications made by the City to any of the Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Michael Bornstein, City Manager

11/9/17



ATTEST:

[Signature]
Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

[Signature]
Glen J. Torcivia, City Attorney

Vantage Energy Consulting, LLC

By: [Signature]

Print Name: JEAN GORMLEY

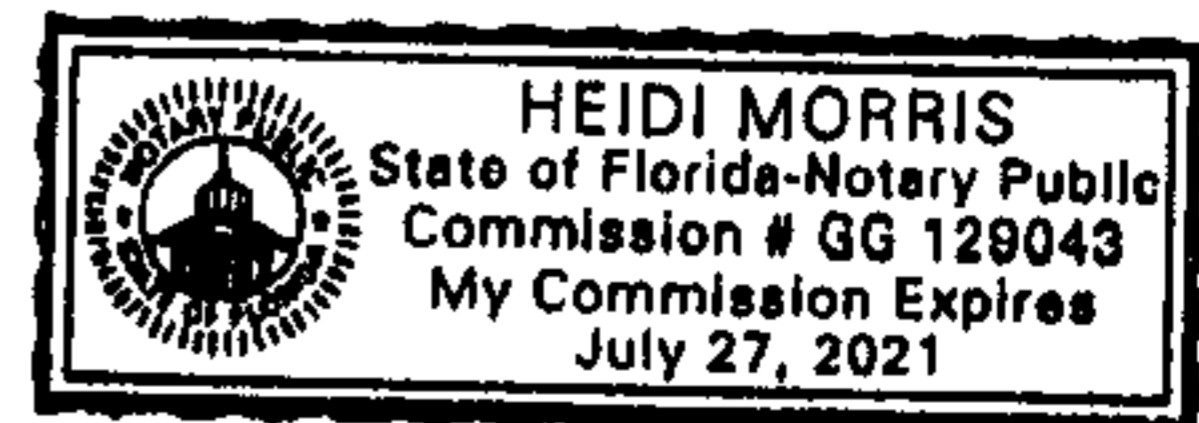
Title: COO

[Corporate Seal]

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 8 day of Nov., 2017, by Jean Ann Gormley, as Representative of Vantage Energy Consulting, LLC, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FL DL as identification.

[Signature]
Notary Public



Lake Worth, Florida

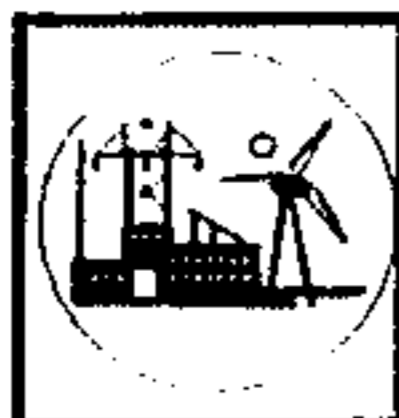


Presentation to

Lake Worth Electric Utilities Administration
1900 2nd Avenue North
Lake Worth, FL 33461

Audit of Billings from OUC, and Negotiations of
Future Asset Management and Power Purchase
Agreements

November 2, 2017



Vantage Energy Consulting, LLC

Management Consulting and Energy Services

Exhibit "A"

**Lake Worth Electric Utilities Administration
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Vantage Energy Consulting, LLC

Management Consulting and Energy Services

AUDIT OF BILLINGS FROM OUC, NEGOTIATIONS OF FUTURE ASSET MANAGEMENT AND POWER PURCHASE AGREEMENTS

Vantage appreciates the opportunity to discuss this proposal to the Lake Worth Electric Utilities Administration (referred to as Lake Worth) to provide consulting services related to the Audit of Billings from OUC, Negotiations of Future Asset Management and Power Purchase Agreements. This proposal will provide the following:

- Our understanding of the objective of this assignment and the steps needed to achieve that assignment;
- An outline of the Work Plan that provides a preliminary framework for conducting each phase of the project;
- A list of hourly billing rates that will be charged for each element of the project;
- Details on the qualifications of Vantage and its Consultants that demonstrate, unequivocally, that our team possesses all qualifications and experience needed for this assignment; and
- A promise of a work relationship that is cordial, efficient and that meets the highest professional standards.

A. PROJECT OBJECTIVES AND ACTIVITIES

OVERALL OBJECTIVE

There appear to be three distinct areas that need to be addressed in this assignment:

- **Audit of Billing from OUC** - In this initial task, Vantage will review past bills from OUC for a minimum of five years. We would expect to select one full year of bills as well as sample months from other years. Our audit will compare the specific billing requirements included in all agreements or tariffs against the methodology OUC uses. Meetings with UC and Lake Worth personnel will be held to discuss each one's understanding of the process in place.

Should any discrepancies arise, we will immediately notify the Lake Worth Utilities Director and Legal other administrative departments as directed.

A complete report on our process and results will be provided and if needed, presented to appropriate personnel.

- **Future Asset Management** - Vantage consultants with skills in asset management will review all aspects of the current fleet. Our review will include an assessment of fleet condition, potential long-term equipment issues, opportunities for system

upgrades or replacement options. A report will be developed and presented in order to stimulate a discussion on potential options for consideration.

- **Power Purchase Agreement Extension or Modification** - Vantage will work with the Lake Worth utility and legal team to review and, if necessary, modify the current agreement.

B. PROJECT TEAM

Vantage is proposing a project team consisting of four experienced professionals, who individually, and collectively have all the requisite skills needed for each aspect of this assignment. Together this team has a broad array of experience that are requisite for this assignment.

Walt Drabinski, the President of Vantage Consulting, has more than 40 years of experience in the utility industry as both a utility company manager and a management consultant. He will act as engagement director and have lead responsibility for this assignment. Walt has managed over 150 consulting engagements, including over one hundred audits commissioned by state and federal regulators. He has also acted as an Independent Monitor/Evaluator on over fifteen assignments related to energy procurement, power plant construction and regulatory compliance. His functional expertise includes all aspects of utility strategy, organization, executive and financial management, operational practices, productivity improvement, operations and maintenance, and engineering, environmental, and construction management.

Prior to forming Vantage Consulting Inc., he worked for two other national consulting firms and held positions as System Training Director, Supervisor of Electrical Maintenance, and Operations Project Engineer for Niagara Mohawk. He is the author of five text books associated with power plant operations.

Walt has a B.S. in Electrical Engineering from the State University of New York at Buffalo, and an M.B.A. from The Wharton School, University of Pennsylvania.

Mr. Chuck Buechel - Chuck Buechel has more than thirty years of experience in the regulated electric, natural gas, telecommunications, and water utility industries as both a consultant and a regulator. Chuck has worked on many assignments as a member of the Vantage team, and has testified before state regulatory agencies and the Federal Energy Regulatory Commission.

Chuck has held lead consulting roles in rate structure, cost allocation and affiliate standards. He has also led reviews in management and operations audits of a number of companies, focusing on rates, purchased power and ISO interface.

Prior to forming his consulting practice, Chuck was a member of the Staff of the Kentucky Public Service Commission, beginning as a Public Utility Economist, and later as the Director of Research and ultimately as a Deputy Executive Director.

Chuck has an M.A. and B.S. in Economics, both from University of Kentucky.

Mr. Mike Boismenu, PE - has extensive utility design and operating experience. For this assignment, we will call upon his past experience with Niagara Mohawk as Director of Value Engineering, Transmission and Distribution Engineering, Standards and as Plant Superintendent of a major coal fired power plant. In addition, Mike has worked as a management consultant with Vantage for ten years on a diverse number of technical assignments.

His work experience also lends itself to this project and includes the following:

- From 1969 until 1999, he was with Niagara Mohawk in positions such as: Project Engineer; T&D Design Engineer and Manager; Standards Engineering Manager; and Plant Manager Dunkirk Coal Plant.
- With NRG from 1999 until 2005, he was plant manager, regional manager and system troubleshooting expert.
- Since 2003, he has worked with Vantage on a number of assignments.
- Provided independent monitoring of the construction of a large coal fired facility for the Kansas Corporation Commission.
- Provided independent monitoring of the construction of major air quality control system upgrades to coal fired facilities for the Kentucky Public Service Commission.
- Provided independent monitoring of the construction of a large simple cycle natural gas combustion turbine for the Montana Public Service Commission.

Dr. Howard Axelrod - has more than 30 years of experience in management consulting, strategic planning and marketing for electric and gas utilities. His education related to this project is significant and includes:

- BSEE and MSEE degrees in Power Systems from Northeastern University
- PhD in Managerial Economics from Rensselaer Polytechnic Institute (Doctoral thesis on long range power system analysis);

His work experience also lends itself to this project and includes:

- 14 years in NYS government as a senior staff member of the NY Public Service Commission;
- Executive Consultant for over 25 years serving a range of state and federal regulatory agencies on integrated resource planning, enterprise risk management, and transmission and distribution analysis;

Finally, his direct experience on recent projects of this type includes:

Utility Rate-making and Regulatory Policy Analysis

- Dr. Axelrod has extensive ratemaking experience having served as a staff member of the New York Public Service Commission and as Director of Utility Intervention for the New York Consumer Protection Board. He has testified in over 75 proceedings and managed over 200 rate cases. As a management consultant for the last 30 years, Dr. Axelrod has supported the development of a range of regulatory strategies for major electric and gas utilities.

- Dr. Axelrod has provided expert testimony in areas addressing cost of capital, wages and salaries, labor and total factor productivity, energy and sales forecasts, excess capacity, rate phase-ins, economic impact, nuclear "need for power" prudence, affiliate transactions and promotional rate practices. He has also been lead consultant in rate settlement proceedings before state and federal regulators.
- His clients have included regulatory commissions in New York, New Jersey, Maryland, California, Connecticut, New Hampshire, Georgia, Illinois, Iowa and at FERC.
- Dr. Axelrod has performed a wide range of studies in the areas of market analysis, sales forecasting and economic development. He is an experienced strategic planner, marketing facilitator and process analyst. He has supported a number of major utilities to develop comprehensive business and marketing strategies focused for both customer retention and expansion. He has also been retained to review and assess planning, forecasting and marketing processes and recommend changes in response to the transition to a competitive energy market. He has helped utilities develop customized marketing programs for key customers accounts, area and economic development, electric and gas technology assessment, gas main extension strategies and natural gas vehicle programs. His clients have included Unitil, Ameritech, Super Power, Public Service Electric and Gas, Commonwealth Energy, Brooklyn Union Gas, Orange & Rockland Utilities, Georgia Power, Oglethorpe Power, New York State Electric & Gas, and Western Resources Commonwealth Energy, and Unitil.
- For the Texas Public Service Commission, he participated in the assessment of Entergy's application to join the Midcontinent Independent System Operator (MISO) and its proposed transfer of transmission assets and operations to ITC.

Mr. Mark D. Fowler has over thirty years of management and consulting and experience. He has participated in over 100 consulting assignments fulfilling roles from technical advisor to project management. His education includes a BS and MBA from the University of Tulsa with an emphasis in operations research. He began his career with Buckeye Gas Products with whom he worked in various areas. He also worked as a financial analyst for Plains Electric Generation and Transmission during the construction of the Plains Escalante Generating Station and associated coal handling and rail facilities. His responsibilities included financial modeling, interfacing with lenders and investment bankers and conducting financial and economic analysis. He also worked several years for an Australian software developer that specialized in consolidating systems of merged operations and work management.

Mr. Fowler has worked with large, international consulting firms and smaller niche firms. He has worked on scores of projects with Vantage since 1998. His work has been for utilities and telecommunications providers as well as for regulators. The diverse areas of his assignments include management audits, fuel audits, environmental planning, market analysis, customer service evaluations, affiliate compliance audits, emergency management and process improvements. His client base geographic coverage includes the US, Canada, Australia, Central America, the Caribbean and the Pacific Rim. He has testified before numerous State agencies. He is a student of the evolving utility environment and has both

studied and worked on projects related to distributed generation, reliability, micro-grids, service restoration, and state of the art environmental technologies.

C. PROJECT COST

Vantage will develop a formal budget once discussions are complete. Our typical rates for our consultants are as follows;

Consultant	Hourly Rate
Walt Drabinski	\$270
Chuck Buechel	\$250
Mike Boismenu	\$250
Howard Axelrod	\$250
Mark Fowler	\$250

PROJECT EXPENSES

Vantage will change for normal expenses, using the least cost, reasonable options available. The City of Lake Worth will be responsible for reimbursement of expenses.

D. VANTAGE ENERGY CONSULTING LLC BACKGROUND

The following Section provides a broad description of Vantage Consulting, Inc., the areas it has provided services in, a list of past clients and relevant references.

20844 4th Ave., West

Cudjoe Key, FL 33042

Tel. (305) 744-3440/Fax (305) 744-3450

Web Site: WWW.VANTAGEENERGYCONSULTING.COM

E-MAIL: WDRABINSKI@VANTAGEENERGYCONSULTING.COM

Federal Tax ID #: 27-2585037

Vantage Energy Consulting LLC, (Vantage) is a management consulting firm headquartered in Cudjoe Key, Florida, with clients throughout North America. Vantage consultants possess a broad background in all business aspects of electric, gas, and water utilities, but retain particular expertise in utility operating functions. Vantage Energy Consulting LLC and its predecessor company, Vantage Consulting Inc., has been in existence for over 22 years. During that time, the firm has focused on conducting utility related management consulting assignments. As the details on specific assignments described below attest, Vantage has been one of the most successful companies in this venue.

The Vantage team consists of highly experienced, trained consultants, covering virtually all functional work areas within the utility industry. Vantage is staffed by a total of 12 full-time and contract consultants and administrative staff. Consultants have a diverse set of backgrounds, including engineering, accounting, economics, finance, and psychology.

Vantage provides a broad range of consulting services to investor-owned utilities, independent power producers, regulatory agencies, state planning and environmental agencies, and law firms. While the majority of our assignments are tailored to the specific needs of the client, there are specific products and services which we offer. The functional service areas in which we work, and the consulting topics to which we provide expertise, are listed below:

SERVICE AREAS

Utility Regulatory Audits and Issues

- Comprehensive and Focused Management Audits
- Affiliate Review Audits
- Construction Program Reviews and Prudence Analysis/Testimony
- Emergency Preparation and Outage Management
- Fuel Adjustment Clause Analysis and Testimony
- Monitor and Testify Regarding SOS Procurement Activities
- Develop/Monitor/Evaluate PBR and Incentive Ratemaking
- Utility Competition and Restructuring Analysis
- Stranded Cost and Unbundling Issues
- Merger and Acquisition Strategic and Regulatory Assessments
- Energy Policy Act Review & Strategies
- Tariff & Rate Strategy (Electric & Gas)

Strategic and Organizational Planning

- Corporate Organizational Assessments and Business Plan Development
- Business Unit Process Reengineering
- Marketing Plan Development and Assessment
- Application New Generation Assessment Software
- Regional Wholesale Power Competition
- Litigation Support on Prudence Issues

Power Generation

- Evaluation of New Technologies
- Plant Organization and Staffing
- Plant Economics
- Plant Maintenance
- Performance Enhancement and Incentive Mechanisms
- Fuels Management
- Human Resources and Safety

- Environmental Evaluations
- Diversity/Affirmative Action Programs
- Job Process Analysis
- Pay Structuring and Flexible Labor Contracts
- Skills and Knowledge-Based Training
- Mutual Gains and Continuous Improvement Programs

Electric and Gas Retail Operations

- Management and Business Process Performance Assessments
- Retail Marketing Strategy Development and Implementation Support
- Work Management System Design and Implementation Support
- Work Standards Review
- System Hardening Practices

Environmental Compliance and Strategies

- CAA Strategies
- Economic Development in Non-Attainment Areas
- Protocol Development & Implementation
- Environmental Performance Opportunities
- Emission Credit Inventory Database
- Equipment/Plant Environmental Risk Assessment