

EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Eighth Amendment to the Professional Services Agreement (“Eight Amendment”) 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 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 rate and regulatory issues, asset management, and procurement; and

WHEREAS, the CITY and CONSULTANT entered a Professional Services Agreement based upon the CONSULTANT’s distinct field of expertise on November 8, 2017 (the “Agreement”); and

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

WHEREAS, the Fourth, Fifth, Sixth, and Seventh 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 new rates for the services sought by the CITY; and

WHEREAS, the purpose of this Eighth Amendment is to renew the term of the Agreement 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

WHEREAS, the CITY finds approving this Eighth 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 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 Eighth Amendment. Compensation paid by the CITY to the CONSULTANT shall not exceed **One Hundred Ninety-Seven Thousand, Seven Hundred Sixty Dollars (\$197,760.00) under this Eighth Amendment.**
4. **Term of Agreement.** Section 4 of the Agreement shall be amended to provide that the Agreement expires November 30, 2022 unless earlier terminated as stated in the Agreement.
5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement (as previously amended) and this Eighth 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 Eighth 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.
6. **Counterparts.** This Eighth 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 Eighth 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 Eighth 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: _____
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this ____ day of _____ 2021, by _____, as the
_____ 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 _____ as identification, and who did take an oath that he or she is duly
authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Exhibit “1”
(Vantage Rates – 1 page)

		Proposed Vantage Budget for LWB Work Fiscal 2022	Days	Hours
1	Assist with rates and budgeting including LWB Budgeting			
	Actual versus Budget updates		7	56
	Work with external rate consultants		7	56
	Rate and Financial Projections		8	64
	Bill Verification		4	24
	Load Forecasting for Model		7	56
	Nominations(including Model Update)		2	16
2	Solar Energy /Avoided cost/Energy Conservation		7	48
3	Greenhouse and carbon free		4	32
4	Maintain All In Cost Model		15	120
5	Produce Budget Variance Reports			
	Monthly		15	120
	Quarterly		12	96
6	Assist with Ad Hoc Presentations, Reports and meetings		7	56
7	Assist with new OM/renegoiate Supplemental if required		10	80
	Total		105	824
		Blended Hourly Rate		\$240
		Annual Budget		\$197,760