

Exhibit A
**FIRST AMENDMENT TO
CONTINUING SERVICES AGREEMENT
BETWEEN
THE CITY OF SUNRISE
AND
BCC ENGINEERING, LLC
FOR
MISCELLANEOUS CIVIL ENGINEERING SERVICES**

This First Amendment to Continuing Services Agreement between the City of Sunrise and BCC Engineering, LLC is made by and between the City of Sunrise (City) and BCC Engineering, LLC (Consultant) _____ day of _____, 2019.

WHEREAS, a Continuing Services Agreement (Agreement) was entered into between the City of Sunrise and BCC Engineering, Inc. on November 29, 2017; and

WHEREAS, in 2019, BCC Engineering Inc. filed Articles of Conversion in accordance with Florida Statutes section 605.1405 and became known as BCC Engineering, LLC; and

WHEREAS, per Section 7.1 of the Agreement, "The Consultant shall comply with all laws, ordinances and governmental rules, regulation, and order now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant;" and

WHEREAS, under Florida Statutes section 287.135, the Consultant must now provide certain certifications to the City; and

WHEREAS, the parties agree that a First Amendment to the Agreement is necessary to modify the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made a part of this First Amendment.
2. Amendment to Section 43 of Agreement. Section 43 "Scrutinized Company" of the Agreement is hereby deleted in its entirety and replaced with the following language:

SECTION 43 SCRUTINIZED COMPANY

43.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

43.2 Pursuant to Section 287.135, Florida Statutes, in the event the Project Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

43.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes: has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Agreement, the terms of this First Amendment shall govern. All other terms of the Agreement shall remain and continue in full force and effect.
4. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.
5. Effective Date. This First Amendment shall be effective on the date this First Amendment is fully executed.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, the City and Consultant have caused this First Amendment to the Agreement to be executed effective as of the date indicated above.

CITY OF SUNRISE

By: _____

Print: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency
Office of the City Attorney for Sunrise, Florida

By: _____
Kimberly A. Kisslan
City Attorney

BCC ENGINEERING, LLC

By: _____

Print: _____

Title: _____

Date: _____