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CITY OF SUNRISE

2022 SEP 29 PM 4:33

FIRST AMENDMENT TO
CONTINUING SERVICES AGREEMENT
Between
THE CITY OF SUNRISE
And
HAZEN AND SAWYER, P.C.
For
WATER, WASTEWATER, WASTEWATER REUSE, AND NATURAL GAS UTILITIES
PROJECTS ENGINEERING
CONTINUING SERVICES AGREEMENT

This First Amendment to Continuing Services Agreement (hereinafter referred to as the "First Amendment") **between the City of Sunrise and Hazen and Sawyer, P.C.** is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and **Hazen and Sawyer, P.C.**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose principal place of business is 4000 Hollywood Boulevard, **Suite 750N**, Hollywood, FL 33021, this 29 **day of** September 2022.

WHEREAS, a Continuing Services Agreement ("Agreement") was entered into between the parties on May 11, 2021 and was approved by Resolution No. 21-46; and

WHEREAS, per Section 7.1 of the Agreement, "The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders 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, the Florida Legislature enacted Florida Statutes §286.101 regarding Foreign Gifts and Contracts which took effect July 1, 2021 and the parties desire to amend the Agreement to incorporate the new language.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this First Amendment.

2. Amendment to Agreement. Section 45 "Foreign Gifts and Contracts" is hereby added to the Agreement with the following language:

SECTION 45 FOREIGN GIFTS AND CONTRACTS

45.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City

before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

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.

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

CITY OF SUNRISE, FLORIDA

By: _____
John T. Curran
Procurement Manager
29 day of September, 2022.

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

By: _____
Kimberly A. Kisslan
City Attorney

HAZEN AND SAWYER, P.C.

BY: _____
Patricia A. Carney, P.E.
: Vice President
24th day of August, 2022.

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____