



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 N.W. 21 St. Miami, FL 33142

www.mdxway.com

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT**

MDX Procurement/Contract No.: RFQ-17-04(B)
MDX Work Program Nos.: N/A
MDX Project/Service Title: LEGAL SERVICES SUPPORT- PUBLIC PROCUREMENT/CONTRACTS

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (as “SA#1”) is made and entered into this 3rd day of May 2019 (the “Effective Date”), by and between the **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY d/b/a MIAMI-DADE EXPRESSWAY AUTHORITY** (as “MDX”), a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under the Florida Expressway Authority Act, Part I of Chapter 348, Florida Statutes, acting by and through its Governing Board, and **DE LEON & DE LEON, P.A.** (as “THE LAW FIRM”), a Florida corporation duly authorized to conduct business in the State of Florida, F.E.I.N. 65-0739063, (collectively, referred to herein as the “Parties” to this SA#1).

WITNESSETH

WHEREAS, on April 3rd, 2017, the Parties entered into a Professional Services Agreement (the “Agreement”) for THE LAW FIRM to provide legal support services (the “Services”); and

WHEREAS, MDX now wishes to expand the Method of Compensation.

NOW THEREFORE, in accordance with §8.3 *Approval Authority of Agreements and Supplemental Agreements* of the *MDX Procurement Policy in effect as of October 27, 2015* (publicly available on the MDX website: www.mdxway.com and incorporated herein by reference and made a part hereof) and in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Section 2 of the Method of Compensation, Exhibit B of the Agreement, entitled *Compensation*, is hereby expanded to include the following type of compensation for litigation related services (“Litigation Services”):

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2.6 Retainer

MDX will forward THE LAW FIRM a retainer of Four Hundred Thousand Dollars (\$400,000) for the Litigation Services. THE LAW FIRM will submit monthly statements, as further detailed below, reflecting the time and expenses incurred and an on-going tally of the reductions made against the retainer.

THE LAW FIRM shall submit monthly statements reflective of the Litigation Services completed and expenses incurred during the reporting period. Statements shall be dated and shall include the firm name, tax identification number, the period reported, as well as the total amount incurred. In addition, the Litigation Services rendered shall be clearly identified and the name of the person(s) performing the Litigation Services, the dates the Litigation Services were rendered and the corresponding hourly rate shall be listed accordingly.

When submitting a statement, THE LAW FIRM shall certify under oath and in writing, in accordance with the formalities required by Florida law, the statement has been submitted in good faith, the supportive data is accurate and complete to THE LAW FIRM's best knowledge and belief, and the statement amount reduced from the retainer accurately reflects what THE LAW FIRM believes to be MDX's liability for the Litigation Services performed in accordance with the Contract Documents. Such certification must be made by a partner of THE LAW FIRM.

If the Agreement expires, or it is terminated pursuant to the provisions of the Agreement, and the retainer amount has not been exhausted, THE LAW FIRM shall return to MDX all non-incurred amount immediately upon the expiration or termination date of the Agreement.

3. The defined terms used herein, unless otherwise defined in this SA#1, shall have the meanings ascribed to them in the Contract Documents.
4. Except as expressly provided herein, all of the terms, conditions, covenants, agreements and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.
5. This SA#1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this SA#1. Wherever the terms of this SA#1 and the terms of the Contract Documents are in conflict, the terms of this SA#1 shall govern and control.

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IN WITNESS WHEREOF, the Parties have caused this SA#1 to be executed by their respective and duly authorized officers as of the Effective Date set forth herein.

MIAMI-DADE EXPRESSWAY AUTHORITY

DE LEON & DE LEON, P.A.

By: 

Javier Rodriguez, P.E.,
Executive Director

By: 

Signature of Authorized Officer

NEIL A. DE LEON, PRESIDENT

Print Name & Title of Authorized Officer