



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.: MDX-19-06
MDX Work Program Nos.: N/A
MDX Project/Service Title: LEGAL REPRESENTATION

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (as "SA#1") is made and entered into this 13th 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 **STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.** (as "THE LAW FIRM"), a Florida corporation duly authorized to conduct business in the State of Florida, F.E.I.N. 59-2126062, (collectively, referred to herein as the "Parties" to this SA#1).

WITNESSETH

WHEREAS, on May 3rd, 2019, the Parties entered into a Professional Services Agreement (the "Agreement") for THE LAW FIRM to provide legal representation (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 6 of the Agreement, entitled *Compensation and Payment of Invoices*, is hereby expanded to include alternate method compensation. In addition to the established method of compensation of reducing time and expenses incurred from the established retainer, the LAW


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FIRM may also seek compensation by submitting invoices to MDX to be paid outside of the retainer amount. Should compensation be sought through invoice submittal, the invoice shall contain and meet all the requirements outlined in the Agreement as for a monthly statement. Compensation to the LAW FIRM may only be done in one of the two methods of compensation for a specific billing period.

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.

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 STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.**

By: 
Javier Rodriguez, P.E.,
Executive Director

By: 
Signature of Authorized Officer

EUGENE STEARNS *Chairman*
Print Name & Title of Authorized Officer