



SUPPLEMENTAL AGREEMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: RFQ-17-04(A)
MDX WORK PROGRAM NOS.: N/A
MDX PROJECT/SERVICE TITLE: LEGAL SERVICES SUPPORT - LIMITED EMINENT DOMAIN MATTERS

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (as "SA #4") is made and entered into this 5th day of JUNE, 2024 (the "Effective Date"), by and between the **Greater Miami Expressway Agency** (the "Agency" or "GMX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, and **Weiss Serota Helfman Cole & Bierman, P.L.** (as the "Consultant"), a **Florida** Limited Liability Company, located at **2800 Ponce de Leon Boulevard, Suite 1200, Coral Gables, Florida 33134** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **20-8112403** (collectively, referred to herein as the "Parties" to this SA #4).

WITNESSETH

WHEREAS, the Miami-Dade Expressway Authority ("MDX"), the predecessor agency to GMX, competitively procured for all Services necessary to provide **Legal Services Support - Eminent Domain** (the "Services"), and subsequently on **April 1, 2017** entered into a Professional Services Agreement for MDX Procurement/Contract No. **RFQ-17-04(A)** with the Consultant to perform the Services (the "Agreement" or "Contract"); and

WHEREAS, on **September 5, 2017**, MDX and the Consultant entered into *Supplemental Agreement No. 1* to include a procedure for the Consultant to use the services of certain professionals as independent experts; and

WHEREAS, on **June 4, 2021**, MDX and the Consultant entered into *Supplemental Agreement No. 2* to exercise the extension period allowed for in the Agreement to extend the Agreement until **May 28, 2023**; and

WHEREAS, on **February 8, 2023**, MDX and the Consultant entered into *Supplemental Agreement No. 3* to further extend the Agreement until **May 28, 2024** or through **re-procurement of a new contract**.

WHEREAS, during the 2023 Regular Legislative Session, the Florida Legislature clarified the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County. (*348.03031(1), Fla. Stat*); and



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WHEREAS, the Legislature clarified the authority of GMX and dissolved MDX (*Chapter 2019-169, Laws of Florida; 348.03031(4), Fla. Stat., and 2019-169, Laws of Florida;*

WHEREAS, GMX wishes to extend the term of MDX's Agreement with the Consultant solely to allow the Consultant to bring the matters below to a satisfactory conclusion;

NOW THEREFORE, in accordance with Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the GMX Procurement Policy; incorporated herein 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 do hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The MDX Procurement/Contract No. RFQ-17-04 (A) is hereby replaced with GMX Procurement/Contract No. ***RFQ-17-04 (A)***.
3. The MDX Project/Service Title: Legal Services Support – Eminent Domain is hereby replaced with the GMX Project/Service Title ***Legal Services Support – Limited Eminent Domain Matters***.
4. The term of the Agreement as stated in *Supplemental Agreement No. 3* is hereby revised to extend the Agreement until ***May 28, 2024***, or ***through the completion of all Services necessary to conclude*** the following tasks:
 - A. **Project 83618:**
 - Pre and post-closing activities for Parcels: CERP-109, CP3-119, CP3- 122, RDWY3-132, RDWY3-134, RDWY3-136 and RDWY3-138.
 - Finalize issuance of 8-10 Title Insurance Policies for previously closed Roadway (RDWY) parcels.
 - B. **Project 87410:**
 - Defend, mediate, and litigate property owner's and business owner's post-judgment motions to tax experts' fees and litigation costs.
 - Advise GEC-A regarding the scope and interpretation of GMX permanent easements to monitor property owners' "cures" to maintain right of way and proper drainage.
5. The defined terms used herein, unless otherwise defined in this SA #4, shall have the meanings ascribed to them in the Contract Documents.



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6. 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.

7. This SA #4 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 #4. Wherever the terms of this SA #4 and the terms of the Contract Documents are in conflict, the terms of this SA #4 shall govern and control.

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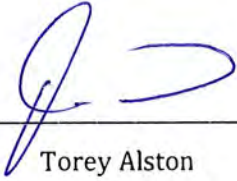



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IN WITNESS WHEREOF, the Parties have caused this SA #4 to be executed by their respective and duly authorized officers as of the Effective Date set forth herein.

GREATER MIAMI EXPRESSWAY AGENCY

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

By:  6/4/24
Torey Alston
Executive Director

By: 
Mitchell J. Burnstein
Member