SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT

GMX PROCUREMENT/CONTRACT NO.:   **ITB-23-18**

GMX WORK PROGRAM NO.:   **N/A**

GMX PROJECT/SERVICE TITLE: **PERSONNEL SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (as "SA #2") is made and entered into this **8th** day of **April** 2025 (the "Effective Date"), by and between the **Greater Miami Expressway Agency** ("GMX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statues Chapter 348, Part I, as amended, acting by and through its Governing Board, and **22ⁿᵈ Century Technologies, Inc.**, (the "Contractor"), a New Jersey corporation with its principal place of business located at **8251 Greensboro Drive, Suite 900, McLean, Virginia 22102** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **22-3502121** (collectively, referred to herein as the "Parties" to this SA # 2).

WITNESSETH

WHEREAS, the Miami-Dade Expressway Authority (MDX), the predecessor agency to GMX, competitively procured all Services necessary to provide **Personnel Services** (the "Services"), and subsequently on **May 16, 2023,** entered into Professional Services Agreement MDX Procurement/Contract No. **ITB-23-18,** with the Contractor to perform the Services (the "Agreement" or "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

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

NOW THEREFORE, in accordance with Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the 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.   Exhibit E, Method of Compensation, Item 2, Compensation, Items 2.1 to 2.2 are modified as follows:

At the end of each contract year, and every subsequent year of the Extended Term, the Multiplier will be subject to an adjustment with sixty (60) days' advanced notice from 22nd Century Technologies, Inc. before the end of the contract year.

3. The adjustment will be the twelve (12) month percent change from the Employment Cost Index (ECI), for Private Industry Workers, reported for the quarter ending in December. The maximum amount remains at no more than 3%.

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 #2 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 #2. Wherever the terms of this SA #2 and the terms of the Contract Documents are in conflict, the terms of this SA #2 shall govern and control.

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I.S____ **Initials (Contractor)**

IN WITNESS WHEREOF, the Parties have caused this SA #2 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

By: _____ 4-8-25

Rafael Garcia

Interim Executive Director

22ND CENTURY TECHNOLOGIES, INC.

By: Isha Sharma *(Digitally signed by Isha Sharma Date: 2025.03.24 14:19:03 -04'00')* _____

Signature of Authorized Officer

Isha Sharma _____

Print Name of Authorized Officer

Contracts Manager _____

Title of Authorized Officer

I.S _____ **Initials (Contractor)**