



GMX PROCUREMENT/CONTRACT NO.:
IP-25-01

GMX PROJECT/SERVICE TITLE:
BOND COUNSEL CONSULTING SERVICES

PROFESSIONAL SERVICES AGREEMENT



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CONSULTING SERVICES

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ALC Initials (Law Firm)



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THIS AGREEMENT (the "Agreement") for ***Bond Counsel Consulting Services***, is made and entered into this 21 day of October, 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 ***Greenberg Traurig, P.A.*** (the "Law Firm"), a Florida Professional Association, located at **333 S.E. 2nd Avenue, Suite 4400, Miami, Florida 33131** and duly authorized to conduct business in the State of Florida, **Federal I.D. No. 59-1270754** (collectively referred to herein as the "Parties" to the Agreement)

WITNESSETH:

WHEREAS, section 348.0304(5)(a), Florida Statutes, provides that GMX may hire its own counsel, if all provisions pertaining to GMX's procurement authority are followed as outlined in Florida Statutes Chapter 287; and

WHEREAS, section 287.057(3)(e), Florida Statutes, specifically exempts certain types of procurements from the competitive solicitation process, including legal services (including attorney, paralegal, expert witness, appraisal, or mediator services.; and

WHEREAS, GMX now desires to enter into this Agreement with the aforementioned Law Firm for ***Bond Counsel Consulting Services***.

NOW, THEREFORE, in accordance with Article 8.3 "*Approval Authority of Agreements and Supplemental Agreements*" of the Procurement Policy (publicly available on GMX's Website: www.gmx-way.com, and incorporated herein by reference to the extent applicable to the Services provided by this Agreement), and in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

The foregoing recitations are true and correct and are incorporated herein by reference.

2. DEFINITIONS

In addition to the provision of Section 42 hereof, the following words and terms shall have the following meanings:

Business Day: Monday through Friday, excluding Saturdays, Sundays and Holidays observed by GMX.

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Calendar Day: Every day shown on the calendar, beginning and subsequently ending at midnight.

Agreement: The entire and integrated agreement between the Parties, superseding all prior negotiations, representations or agreements, either written or oral. The Contract Documents, as may be amended from time to time, form the Agreement between the Parties, setting forth the obligations of the Parties, including, but not limited to, the performance of Services, as well as basis for payment.

Contract Documents: The Agreement, inclusive of all attached Exhibits, and any subsequent Supplemental Agreements thereto, all treated as one instrument whether or not set forth at length in the form of the Agreement.

Services: The services to be provided by the Law Firm as described in section 3 of this Agreement.

Supplemental Agreement: A written, executed agreement between the Parties modifying the terms of the Agreement within the limitations set forth in the Contract Documents and the Procurement Policy.

3. SCOPE OF SERVICES

GMX hereby retains the Law Firm to provide the Services as described in *Exhibit A, Scope of Services*, attached hereto and incorporated herein.

The Law Firm agrees to provide the Services under this Agreement on a non-exclusive basis. At its option, GMX may elect to have any of the Services performed by other Law Firms or by GMX staff. The Law Firm shall cooperate and work with GMX and/or other Law Firms to ensure the best interest of GMX in the delivery of the Services.

The Law Firm and GMX mutually agree to furnish, each to the other, the respective service, information, and items as described in the Scope of Services.

4. TERM OF THE AGREEMENT AND COMMENCEMENT OF SERVICES

Subject to the termination provisions set forth herein, and an annual appropriation of funds, this Agreement shall become effective as of the date fully executed by and between the Parties.

The term of this Agreement shall be one (1) year. At its sole discretion and subject to the Law Firm receiving no less than an "Excellent" rating in the annual Contract Performance Evaluation for the last year of the Agreement, GMX, with the Law Firm's consent may renew the term of the Agreement for one (1) additional one (1) year period.



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GMX will issue the Law Firm a Notice to Proceed authorizing commencement of the Services after the Effective Date of the Agreement and issuance of a Yearly Task Authorization.

5. TERMS AND CONDITIONS

The Law Firm agrees to meet all the terms and conditions and satisfy all the requirements of the Contract Documents in the manner and to the full extent as set forth therein. All of which are hereby adopted and made part of the Agreement.

6. METHOD OF COMPENSATION

For the satisfactory completion of the Services GMX will pay the Law Firm in accordance with ***Exhibit B, Method of Compensation***, attached hereto and incorporated herein

7. INDEMNIFICATION

The Law Firm agrees to indemnify, defend (if not prohibited by law) and hold harmless, GMX, its members, employees, agents or successors from any claim, loss, damage, cost, charge, judgment or expense raised or asserted by any person or entity not a party to this Agreement, and proximately or alleged to be proximately caused, in whole or in part by any negligence, recklessness, or intentionally wrongful conduct by the Law Firm, its principals, officers, employees or agents arising from, relating to or in connection with the performance of Services by the Law Firm under this Agreement.

The Law Firm's obligation to indemnify, defend (if not prohibited by law) and hold harmless GMX shall be triggered by GMX's notice of claim for indemnification to the Law Firm. The Law Firm's inability to evaluate liability or its evaluation of liability shall not excuse the Law Firm's duty to indemnify, defend and hold harmless GMX within twenty-one (21) Calendar Days after such notice by GMX is given by registered mail.

Only an adjudication of judgment after the highest appeal is exhausted, specifically finding GMX solely negligent, shall excuse performance of this provision by the Law Firm with respect to this indemnification of GMX, except that (i) the Law Firm shall only be liable to the extent of its own negligence, recklessness, or intentionally wrongful conduct, and (ii) this agreement to indemnify shall not apply if and to the extent it impairs the Law Firm's insurance coverage or otherwise deprives the Law Firm of any benefits under said insurance, assuming such insurance complies with the requirements of the Contract Documents..

GMX's failure to notify the Law Firm of a claim shall not release the Law Firm of the above duty to indemnify, defend (if not prohibited by law) and hold harmless except to the extent such failure to notify prejudices or impairs the Law Firm's ability to defend.



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8. INSURANCE

The Law Firm agrees to fully comply with *Exhibit C, Insurance Requirements*, attached hereto and incorporated herein.

9. SOVEREIGN IMMUNITY

No provision of the Contract Documents, including this Agreement, shall be construed as a waiver of sovereign immunity by GMX.

10. INDEPENDENT LAW FIRM

10.1 Acting as an Independent Law Firm

The Law Firm hereby declares that it is engaged in an independent business and agrees that in the performance of this Agreement it shall act as an independent Law Firm and not as an employee of GMX. The Law Firm has and hereby retains full control of all the employment, compensation, and discharge of all employees of the Law Firm assisting in its performance of the Services.

The Law Firm shall be fully responsible for Services performed under this Agreement, and all matters related to payment of its employees including compliance with Social Security, withholding tax, workers' compensation, immigration law and all other laws and regulations governing such matters.

The Law Firm shall be responsible for its own acts and those of its agents, independent contractors, and employees during the term of this Agreement. Except as specifically provided, and as an independent Law Firm, the Law Firm shall be solely responsible for determining means and methods for performing the Services described in the Contract Documents.

10.2 Full and Complete Payment

The payment made to the Law Firm pursuant to the requirements of the Method of Compensation under this Agreement shall be the full and complete compensation to which the Law Firm is entitled. GMX shall not make any federal or state tax withholdings on behalf of the Law Firm. GMX shall not be required to pay any workers' compensation insurance on behalf of the Law Firm.

The Law Firm agrees to indemnify GMX for any tax, retirement contribution, social security,



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overtime payment, or workers' compensation payment which GMX may be required to make on behalf of the Law Firm or any employee, or independent contractor of the Law Firm for Services performed under this Agreement.

10.3 No Authority to Act on GMX's Behalf

Except as GMX may specify in writing, the Law Firm shall have no authority, express or implied, to act on behalf of GMX in any capacity whatsoever, as an agent or otherwise. The Law Firm shall have no authority, express or implied, to bind GMX or its members, agents or employees, to any obligation whatsoever, unless expressly provided in this Agreement.

11. PERFORMANCE

The Law Firm acknowledges that performance under the Agreement shall be subject to the Code of Ethics available on the GMX website, except when (if ever) the Code of Ethics conflicts with the Florida Bar Rules Regulating the Conduct of Attorneys. The Law Firm shall also be evaluated in accordance with the *Contract Performance Evaluation Procedures and Form* attached hereto as *Exhibit H*.

11.1 Law Firm's Personnel

The Law Firm shall maintain an adequate, dedicated and competent professional staff and shall remain authorized at all times to do business within the State of Florida. The Law Firm shall require that all of its employees are competent, careful, and reliable. All personnel shall have the skills, competence and experience necessary to properly perform the Services as required by the Agreement.

11.2 Removal of Law Firm's Personnel

If, in the opinion of GMX any personnel assigned to the Agreement is not qualified to perform the Services or is insubordinate, disorderly, disruptive, or is detrimental to the progress of the Services, such person shall be immediately removed from the Agreement by the Law Firm upon written request from GMX. Such person shall not be assigned to perform the Services under this Agreement again without the written permission of GMX. Upon the removal of such person, the Law Firm shall promptly provide an acceptable substitute at no additional cost to GMX. If the Law Firm fails to immediately remove such person and provide an acceptable substitute, GMX may, at its sole discretion, withhold payments due or which may become due, or may terminate the Agreement.

The Law Firm shall protect, indemnify, and hold harmless GMX, its agents, officers and



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employees from any and all claims, actions, or suits arising from such removal, discharge, or suspension of a Law Firm employee based on the direction of GMX to remove from this Agreement.

11.3 Changes to Law Firm’s Personnel

For changes to personnel, the Law Firm shall submit the following documentation for GMX’s review and approval:

- (1) Personnel Change Request Form;
- (2) A current resume; and
- (3) Documentation demonstrating the personnel possesses the required technical qualifications and experience to perform the Services for which being contracted.

The Law Firm shall ensure that GMX receives for approval a complete package, as described above, to the Contract Manager for concurrence not less than ten (10) Calendar Days prior to the proposed personnel’s commencement of the Services.

After the Law Firm follows the steps described above, GMX shall review the submitted documentation and determine, at its sole discretion, whether or not to approve the personnel change. GMX approval shall be documented through the *Personnel Change Request Form*.

11.4 Subcontracting

The Law Firm is prohibited from subcontracting out any of the Services required hereunder, unless expressly agreed to in writing by GMX.

12. PROHIBITION ON ASSIGNMENT

The Law Firm shall not sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of GMX, which shall not be unreasonably withheld.

13. AVAILABILITY OF FUNDS

This Agreement is subject to the availability of funds in the GMX budget for each fiscal year of this Agreement.

GMX will require written authorization from GMX’s Chief Financial Officer (“CFO”) that funds are



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available prior to entering into any agreement, task authorization or other binding commitment of funds.

GMX will not, during any fiscal year, expend money not approved by the CFO, incur any liability or enter into any agreement or task authorization that, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for any expenditure during such fiscal year.

If GMX enters into such an agreement in writing, in violation of this section, such contract or task authorization is null and void, and GMX will not make any payments thereunder. Nothing herein contained prevents GMX from executing agreements or task authorizations for a period exceeding one (1) year, but GMX will make such agreements or task authorizations executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

14. CHANGES IN THE SERVICES

Before making any additions or deletions to the Services, and before undertaking any changes or revisions to the Services, the Parties shall negotiate any necessary cost changes, if any, and shall enter into a Supplemental Agreement to the Agreement covering such modifications and the compensation to be paid therefor.

When GMX requires services not defined or covered by an agreed upon price under the Agreement, and GMX finds that such service(s) is essential to the satisfactory performance of the Agreement, within its intended scope, GMX will make an adjustment to the Agreement through a Supplemental Agreement.

The basis of payment for such adjustment will be in the amount GMX determines to be fair and equitable upon mutual agreement with the Law Firm, as well as any relevant provisions of the Contract Documents. Any contractual changes to the Agreement shall require approval by GMX and the execution of a Supplemental Agreement by and between the Parties.

15. CLAIMS FOR EXTRA SERVICES

In any case where the Law Firm deems that extra compensation is due it for Services not covered in this Agreement, the Law Firm shall notify GMX in writing within twenty (20) Calendar Days of its intention to make a claim for extra compensation prior to providing such services on which the claim is based. If such notification is not given in writing within twenty (20) Calendar Days, then the Law Firm hereby agrees to waive the claims for such extra compensation. Such notice by the Law Firm shall in no way be construed as proving the validity of the claim.

16. SCHEDULE AND DELAYS



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At the request of GMX, the Law Firm agrees to provide progress reports in a format acceptable to GMX and at intervals established by GMX providing the status of Services being done by the Law Firm and of the details thereof. Close collaboration and cooperation shall be maintained by the Law Firm with representatives of GMX or other third parties approved by GMX. Either Party to the Agreement may request and be granted a conference.

In the event there are delays due to GMX, or if there are delays or projected delays occasioned by circumstances beyond the control of the Law Firm, which delay is anticipated to delay the completion date, as set forth in the Agreement and/or Task Authorization, GMX may grant to the Law Firm an extension of time for performance equal to the aforementioned delays or projected delays, provided there are no changes in compensation or Scope of Services. The Law Firm shall not claim any financial compensation due to delays caused by the Law Firm.

17. FORCE MAJEURE

The failure of either GMX or the Law Firm to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either GMX or the Law Firm (excepting compliance with applicable codes and regulations) will not be considered a breach of this Agreement. In this event, the time for the performance of the obligations under this Agreement will be extended for a period commensurate with the delay but the Law Firm will receive no additional compensation.

18. CONTRACT PERFORMANCE EVALUATION

The Law Firm's performance will be evaluated using the Contract Performance Evaluation Procedures attached hereto as ***Exhibit H, Contract Performance Evaluation Procedures and Form.***

19. CONTRACT DOCUMENTS ORDER OF PRECEDENCE

The Parties agree that the Agreement, inclusive of exhibits and any amendments to the Agreement (the "Contract Documents") shall control unless explicitly replaced or amended in writing and signed by both Parties.

The order of precedence for the Contract Documents shall be:

- Any Supplemental Agreements to the Agreement
- Executed Contract (excluding exhibits listed separately herein)



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- Scope of Services
- Method of Compensation

If a conflict exists between a GMX originated document and a document originated by the Law Firm, the GMX document shall control. Furthermore, any document created prior to Award of the Agreement shall be superseded by documents created after Award of the Agreement.

20. CONFLICT OF INTEREST

The attorneys specifically providing services under this Agreement, listed in *Exhibit B, Method of Compensation*, incorporated herein, or other attorney that may be assigned to perform Services throughout the course of the Agreement ("Counsel"), shall comply with and be subject to the provisions of Rule 4-1.7 of the Florida Bar. Counsel agrees that if a Conflict of Interest is identified during performance of the Services under this Agreement, they will immediately make a full disclosure in writing to GMX's Executive Director or his or her delegate. This disclosure shall include a description of actions which Counsel has taken or proposes to take, after consultation with GMX, to avoid, mitigate, or neutralize the Conflict of Interest. Counsel shall discontinue any relevant performance until notified by GMX's Executive Director or his or her delegate of any contrary action to be taken.

GMX may, at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid a Conflict of Interest, or pursue such other remedies as may be permitted by law or this Agreement.

If Counsel was aware of a Conflict of Interest prior to award or discovered a Conflict of Interest after award and did not disclose it, or misrepresented relevant information to GMX, or GMX becomes aware of a Conflict of Interest that was not disclosed by Counsel, GMX may at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate the Agreement in whole or in part for default, or pursue such other remedies as may be permitted by law or this Agreement.

In furtherance of this Section, GMX acknowledges and agrees that Law Firm has informed GMX that Law Firm represents Miami-Dade County as bond counsel in connection with public finance matters and on federal governmental relations matters and Law Firm may not be involved, directly or indirectly, in any litigation against or involving Miami-Dade County.

In addition to compliance with section 348.0003, Florida Statutes, as may be amended, and all other herein required disclosures related to Conflict of Interest, Counsel is also required to annually submit to the Ethics Officer *Exhibit F, Annual Disclosure Form*, attached hereto and incorporated herein, and provide the following information:



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- (i) Any relationship that Counsel has which affords a current or future financial benefit to Counsel, or to a relative or business associate of Counsel, and which a reasonable person would conclude has the potential to create a prohibited Conflict of Interest.
- (ii) Whether a relative of Counsel is registered to lobby the Executive Branch of the State of Florida or the Florida Constitution Review Committee and, if so, the names of such lobbyist's clients must be provided in writing to the Ethics Officer.
- (iii) Any and all interest in real property held by Counsel performing the services under this Agreement or such Counsel's immediate family, if such real property is located in or within a ½ mile radius of any actual or prospective GMX project. Prior to the execution of the Agreement, Counsel has been provided a corridor map and property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners.

The Annual Disclosure Form must be submitted by the Law Firm on the Effective Date of the Agreement and updated every year on the same date. It is the Law Firm's responsibility to obtain from GMX an updated corridor map and a property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners in order to properly complete the Annual Disclosure Form. Failure by the Law Firm to timely submit the Annual Disclosure Form is a default under the Agreement and GMX, at its sole discretion, may enforce all applicable provisions under the Agreement, including and up to termination of the Agreement.

21. CONVICTED VENDORS LIST AND DEBARMENT

The Law Firm represents that it is not currently on the convicted vendor list, or debarred list and that it shall notify GMX immediately if, during this Agreement, it is placed on said list. The Law Firm agrees that placement on said list constitutes grounds for immediate termination of this Agreement by GMX.

By execution of this Agreement, the Law Firm further certifies that the information provided in the executed Sworn Statement on Public Entity Crimes and Debarment form(s) for both the Law Firm and the Subconsultants, if any, is true and correct.

The Law Firm agrees to indemnify GMX for any costs and expenses, including but not limited to reasonable audit costs, attorneys' fees and expert witness fees that GMX incurs due to any fraudulent statements made by the Law Firm in regard to this certification.

22. SCRUTINIZED COMPANIES LISTS

Pursuant to the prohibitions of section 287.135, Florida Statutes, and section 215.473, Florida Statutes, the Law Firm certifies to GMX that it is not on any of the following lists:

- Scrutinized Companies that Boycott Israel List;
- Scrutinized Companies with Activities in Sudan List;
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The Law Firm further certifies that:

- It is not engaged in a boycott of Israel;
- It has not been engaged in business operations in Cuba and Syria.

Alternatively, if the Law Firm is unable to provide such certification, the Law Firm will provide to GMX a duly executed written explanation of the facts supporting the applicable exception to the requirement for certification in compliance with section 287.135, Florida Statutes.

The Law Firm shall provide written notification to GMX of any changes to the certification or exception provided, as described above, immediately upon becoming aware of any such changes. GMX shall have the right to terminate for default the Agreement if the Law Firm is found to have submitted a false certificate or to have been placed on any of the above listed lists.

The Law Firm shall not engage any Firm to perform Services under the Agreement that does not meet the requirements pursuant to this provision.

23. E-VERIFY REQUIREMENTS

U.S. law requires companies to employ only individuals who may legally work in the United States, either U.S. citizens, or foreign citizens who have the necessary authorization.

Any Law Firm providing services to GMX must verify the employment eligibility of employees through the U.S. Department of Homeland Security's E-Verify system. In addition, the Law Firm shall verify that Subconsultants, if any, performing Services under the Agreement utilize the E-Verify system to verify the employment eligibility of employees hired by the Subconsultant during the term of the Agreement.

GMX will consider the employment by any Law Firm or Subconsultant of unauthorized aliens a

violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by GMX, if it is determined that the Law Firm or Subconsultant knowingly employs unauthorized aliens.

24. COMPLIANCE WITH LAWS

The Law Firm, its employees and representatives shall at all times comply with the federal, state, and local laws and ordinances, statutes, rules, regulations and orders of governmental authorities applicable to the Services or payment of Services thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age or national origin in the performance of the Services under this Agreement.

25. EXECUTION OF THE AGREEMENT

The Agreement shall be executed by a duly authorized representative of the Parties of Agreement.

26. ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS

The Law Firm shall not take advantage of any apparent error or omissions which the Law Firm discovers in the Contract Documents and shall immediately notify GMX of such discovery. GMX will make such corrections and interpretations as necessary to reflect the intent of the Contract Documents.

27. OWNERSHIP OF DOCUMENTS

Any and all documents, including, but not limited to, court filings, reports, photographs and any other data and information provided or created in connection with the Agreement (the "Financing Material"), are, and shall remain, the property of GMX. In the event of termination of the Agreement, all Financing Material prepared by or in possession of the Law Firm shall be delivered to GMX upon request by GMX, within seven (7) days of termination of the Agreement. Any compensation due the Law Firm shall be withheld until all Financing Material has been officially received by GMX. Notwithstanding the foregoing, the Law Firm may retain copies of the Financing Material at its sole discretion and as may be required for legal or regulatory compliance, subject to the provisions of Chapter 119, Florida Statutes, regarding public records retention and disclosure.

28. REVIEW OF DOCUMENTATION RELATING TO SERVICES

GMX shall maintain the right to review the Services performed by the Law Firm and request any documentation from the Law Firm to ensure quality Services are being provided.



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Upon request, the Law Firm shall make available to GMX complete records of all costs incurred for purposes of auditing prior or current invoices.

The Law Firm acknowledges that all Services provided pursuant to the Agreement are subject to the provisions of Chapter 119, Florida Statutes, regarding public records retention and disclosure. Records are to be kept on file by the Law Firm for the entire term of the Agreement and for a period of three (3) years after the later of:

- (i) the end of the term of the Agreement; or
- (ii) until all claims (if any) regarding the Agreement are resolved.

Such records shall include, but not be limited to, contract files and the Law Firm's general accounting records related to its obligations under the Agreement, together with supporting documents and records of the Law Firm's performance of Services under the Agreement, as well as all other records of the Law Firm related to this Agreement considered necessary by GMX for a proper audit of all costs associated with the Agreement.

To the extent the Services under the Agreement require access to proprietary or confidential business or financial data of GMX, or other companies, and as long as such data remains proprietary or confidential, the Law Firm shall protect such data from unauthorized use and disclosure.

29. PUBLIC RECORDS

The Law Firm shall enable reasonable and convenient access to all documents, papers, letters, or other material to any person making a request for such documents pursuant to the provisions of Chapter 119, Florida Statutes, for documents made or received by the Law Firm in conjunction with the Agreement.

Failure to promptly afford such access may be grounds for immediate unilateral cancellation of the Agreement by GMX and the Law Firm shall indemnify GMX against any costs or penalties GMX may incur as a result of the Law Firm's failure to comply with, or impede GMX being able to comply with, the provisions of Chapter 119, Florida Statutes.

Upon receipt of any public records request, the Law Firm shall immediately notify the Public Records Custodian and secure prior written consent and coordination of response to the request before releasing such records.

Greater Miami Expressway Agency (GMX)
Public Records Custodian
3790 NW 21st Street



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Miami, Florida 33142
305.637.3277 ext. 2000
publicrecords@gmx-way.com

All documents related to the Agreement as detailed herein must be provided in accordance with the section herein entitled *Review of Documentation Relating to Services*.

In the same manner, pursuant to the protection provided by Chapter 119, Florida Statutes, to the extent the Services under this Agreement require access to proprietary or confidential business or financial data of GMX or other companies, and as long as such data remains proprietary or confidential, the Law Firm shall protect such data from unauthorized use and disclosure.

30. CONFIDENTIALITY

To the extent that the Services under this Contract requires access to proprietary or trade secrets or business or financial data of GMX or other companies, and as long as such data remains proprietary or confidential, the Law Firm shall protect such data from unauthorized use and disclosure in accordance with the provisions of Chapter 119, Florida Statutes.

31. INSPECTION OF SERVICES AND DOCUMENTS AND ENDORSEMENT OF WORK PRODUCTS

GMX shall maintain the right to inspect the Services performed by the Law Firm and request any documentation from the Law Firm to ensure quality products and services are being provided. The Law Firm shall make available to GMX, upon request, complete records of all costs incurred under the terms of this Agreement for purposes of auditing prior or current invoices. The Law Firm acknowledges that all work products generated from the Services provided pursuant to this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes.

32. TERMINATION

32.1 Termination by Mutual Agreement

This Agreement may be terminated by either Party by mutual agreement in writing.

32.2 Termination for Default

Should one Party fail to perform in accordance with the terms of this Agreement through no fault of the other, the non-breaching Party may terminate this Agreement upon a minimum of seven (7) Calendar Days written notice. In the event of termination, due to no fault of the Law Firm, the Law Firm shall be paid for services performed to the termination date,

including reimbursements, if any.

32.3 Termination for Non-Performance

If GMX determines that the performance of the Law Firm is not satisfactory, GMX shall have the option, at its sole discretion, of (a) immediately terminating this Agreement or (b) notifying the Law Firm of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise this Agreement shall be terminated at the end of such time. In such case, the Law Firm shall be paid for Services satisfactorily performed, at the discretion of GMX, in accordance with the terms of this Agreement, except any amounts in dispute.

32.4 Termination for Convenience

The performance of Services under this Agreement may be terminated by GMX in accordance with this clause, in whole or in part, whenever GMX determines that such termination is in the best interest of GMX.

GMX shall notify the Law Firm of such termination with instructions as to the effective date of the termination, which effective date shall not be less than thirty (30) Calendar Days after the date of such notification or shall specify the stage of Services at which this Agreement is to be terminated. Upon termination, the Law Firm shall be entitled to payment for Services completed to the date of termination only. The percentage of completion shall be determined by GMX.

32.5 Termination for Insolvency

GMX reserves the right to terminate or cancel this Agreement in the event the Law Firm shall be placed in either voluntary or involuntary bankruptcy or an assignment shall be made for the benefit of creditors.

32.6 No Relief of Liabilities

Notwithstanding the rights of the Parties to terminate this Agreement as described elsewhere in this Agreement, the Law Firm shall not be relieved of liability to GMX for damages sustained by GMX, by virtue of any breach of the obligations, covenants, agreements, stipulations, representations or warranties of this Agreement by the Law Firm and GMX may withhold any payment due to the Law Firm up to the amount of damages claimed by GMX for the purpose of set-off, until such time as the exact amount of damages due to GMX is agreed upon or otherwise determined.



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32.7 Termination Transition.

At the discretion of GMX, but no longer than thirty (30) Calendar Days from the effective date of termination, the Law Firm shall provide reasonable cooperation in the transition of its responsibilities.

33. DISPUTES, DISPUTE RESOLUTION AND CLAIMS

If any dispute regarding claims arising hereunder or related to the Agreement and the Law Firm's performance of Services hereunder results in Litigation, the prevailing Party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including costs and expenses of expert witnesses.

The term "Contested Claim" or "Claim" shall mean the initial written, or original claim submitted to GMX by the Law Firm (disputed by GMX), which has not otherwise been resolved in accordance with the terms of the Agreement prior to the initiation of Litigation. The Law Firm's Claim, or portions thereof, which GMX agreed to pay or offered to pay prior to initiation of Litigation, shall not be deemed a Contested Claim for purposes of this provision.

If the Law Firm submits a modified, amended or substituted claim after its original Claim and such modified, amended or substituted claim is for an amount greater than the original Claim, the higher amount shall be the Claim.

Attorneys' fees and costs awarded to the prevailing Party shall mean reasonable fees and costs incurred in connection with and measured from the date a Claim is initially submitted to GMX through and including trial, appeal and collection.

In the circumstance where an original Claim is subsequently modified or amended, or a substituted claim is filed, fees and costs shall accrue from the date of when the original Claim was submitted. The term "Litigation" shall include mediation proceedings and arbitration.

As a condition precedent to Litigation, the Law Firm shall have first submitted its Claim, together with supporting documentation, to GMX, and GMX shall have had sixty (60) Calendar Days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated Claims, and, as a result thereof, GMX and the Law Firm agree that neither Party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorneys'



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fees and costs.

No court proceedings on any Claim may be filed until the Parties have first participated in mediation.

All Services shall be performed by the Law Firm in accordance with sound business and accounting practices to the satisfaction of GMX. GMX shall decide in good faith all questions and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the Services hereunder, the character, quality and amount thereof; and its determination upon all Claims, questions and disputes shall be final and conclusive upon the Parties hereto; subject to and limited by the other provisions of this Section. Adjustment of compensation because of any major changes in the Services that may become necessary or desirable as the Services progress shall be left to the absolute discretion of GMX and any such adjustments shall be evidenced by a Supplemental Agreement(s) between the Parties in accordance herewith.

The Scope of Services to be performed by Law Firm under this Agreement is contained in ***Exhibit A*** hereto. In the event that GMX desires for Law Firm to perform services outside the Scope of Services described in Exhibit A, GMX and Law Firm will, in good faith, determine the amount of compensation to be paid to the Law Firm for the additional services desired by GMX. Any changes made to the Scope will require an issuance of a Supplemental Agreement.

34. CONSTRUCTION OF LANGUAGE

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders. The captions contained in the Agreement are for the convenience of the Parties only and shall not be construed to limit or otherwise define the scope of the Agreement.

35. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

In the event of any litigation arising out of this Agreement, the Law Firm agrees that service of process on the Law Firm may be made on its registered agent as designated in the corporate records of the Florida Division of Corporations. The Law Firm shall notify GMX in writing within thirty (30) Calendar Days of a change and the name of the successor registered agent. These provisions are in addition to any methods of service of process allowed by the Florida Statutes.

36. SERVICE OF PROCESS



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In the event of any litigation arising out of the Agreement, the Law Firm acknowledges service of process may be made on its registered agent, as designated in the corporate records of the Florida Department of State Division of Corporations.

37. WAIVER OF TRIAL BY JURY:

To encourage prompt and equitable resolution of any litigation that may arise hereunder, the Parties each waive any right they may have to a jury trial.

38. ENTIRE AGREEMENT

The Agreement embodies the whole Agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either GMX or the Law Firm other than contained herein.

The Agreement shall inure to the benefit of and be binding on the Parties or their successor(s).

39. THIRD-PARTY BENEFICIARY

It is specifically agreed between the Parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Agreement.

40. NOTICES

All Notices required under this Agreement shall be in writing. Notices shall be mailed or delivered as follows, unless a Party directs in writing that notices shall be provided to it at another location:

To the Agency: Michele A Matalon, CPPB
Senior Procurement Contracting Agent
Greater Miami Expressway Agency (GMX)
3790 N.W. 21st Street
Miami, Florida 33142

With a copy to: Jason Gonzalez
GMX General Counsel
Lawson Huck Gonzalez, PLLC
215 S. Monroe Street



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Suite 320
Tallahassee, Florida 32301

With a copy to: Torey Alston
Executive Director/CEO
Greater Miami Expressway Agency
3790 N.W. 21st Street
Miami, Florida 33142

To the Law Firm: Albert A. del Castillo
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Suite 4400
Miami, Florida 33131

41. SECTION HEADINGS

Any headings preceding the texts of the sections in this Agreement and any table of contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

42. DEFINED TERMS

Capitalized terms used herein, unless otherwise defined in the Agreement, shall have the meanings ascribed to them in the Contract Documents.

43. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement shall be held invalid, it is the intent of the Parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

44. ADDITIONAL TERMS

All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

45. COOPERATIVE PURCHASING (PIGGY-BACKING).

As may be applicable, pursuant to the Procurement Policy, other governmental agencies may utilize



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GMX contracts if the Law Firm agrees to enter into a separate contract with such governmental agency(ies) incorporating the GMX contract terms and conditions.

46. CERTIFICATION

This document is a GMX document maintained in an electronic format and no changes may be made to this document without approval from GMX. The Law Firm must submit any requested changes or revisions to GMX for approval prior to the Law Firm executing this Agreement.

By signing this document, the Law Firm hereby represents that no change has been made to the text of this document.

You MUST certify by checking the box below:

No changes have been made to this Agreement.

AR Initials (Law Firm)




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

GREATER MIAMI EXPRESSWAY AGENCY

GREENBERG TRAUIG, P.A.

By:  10/21/24
Torey Alston
Executive Director/CEO

By: 
Signature of Authorized Officer

Albert A. del Castillo
Print Name of Authorized Officer

Shareholder
Title of Authorized Officer



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EXHIBITS:

The following exhibits are incorporated herein and attached hereto, unless otherwise noted:

- Exhibit A Scope of Services
- Exhibit B Method of Compensation
- Exhibit C Insurance Requirements
- Exhibit D Vendor's Bill of Rights and Responsibilities
- Exhibit E Sworn Statement on Public Entity Crimes and Debarment
- Exhibit F Annual Disclosure Form
- Exhibit G Anti-Human Trafficking Affidavit
- Exhibit H Contract Performance Evaluation Procedures and Form

