



## SUPPLEMENTAL AGREEMENT NO. 1 TO COOPERATIVE PURCHASING AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: MDX-22-14

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: MOBILE COMMUNICATION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO COOPERATIVE PURCHASING AGREEMENT (as "SA #1") is made and entered into this 8 day of March, 2023 (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 Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, and **AT&T Corp.**, (as "AT&T" or the "Contractor"), a New York corporation, located at **208 South Akard Street, Dallas, Texas 75202**, and duly authorized to conduct business in the State of Florida, Federal I.D. No. **13-4924710** (collectively, referred to herein as the "Parties" to this SA # 1).

### WITNESSETH

**WHEREAS**, pursuant to Invitation to Negotiate for Mobile Communication Services (MSC)-ITN No.: DMS-19/20-006 (the "ITN"), the State of Florida Department of Management Services (as "FDMS"), competitively procured for "Mobile Communication Services," and subsequently entered into State Term Contract No. DMS-19/20-006A with AT&T for an initial term of five (5) years, effective August 04, 2021, with an option to renew for up to five (5) years upon mutual written agreement. The ITN and the State Term Contract collectively referred to hereinafter as the "FDMS Contract" are incorporated herein by reference; and

**WHEREAS**, subject to the approval from the FDMS, and as permitted by *Article 4.7, Cooperative Purchasing and Piggy-Backing* of the Procurement Policy, the Parties subsequently on **January 11, 2022** entered into Cooperative Purchasing Agreement MDX Procurement/Contract No. **MDX-22-14**, piggybacking onto the FDMS Contract to provide **Mobile Communication Services** (the "Services"), subject to its own governing policy in order for the Contractor to perform the Services (the "Agreement" or "Contract"), as solicited for and in accordance with the FDMS Contract; and

**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 the Greater Miami Expressway Agency (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*).



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**SERVICES**

**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. All references to "Miami Dade County Expressway Authority and/or MDX" are hereby dissolved and replaced with ***Greater Miami Expressway Agency*** and/or ***GMX***.
3. The MDX Procurement/Contract No. MDX-22-14 is hereby replaced with ***GMX Procurement/Contract No. GMX-22-14***.
4. The MDX Project/Service Title Mobile Communication Services is hereby replaced with the ***GMX Project/Service Title Mobile Communication Services***.
5. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.
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 #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.
8. The Parties hereby agree the consideration expressed in this SA #1, that the monetary sum(s) agreed to herein constitute a full and complete settlement of all the matters relating to and set forth herein, including, but not limited to, all direct costs for equipment, manpower and materials, as well as indirect costs, expenses and profit (inclusive of overhead of any kind) and delay damages relating to the issues set forth in this SA #1. The settlement outlined herein, is limited to and applies only to any claims arising out of or on account of the matters described and set forth in this SA #X which constitutes the totality of SA #1.

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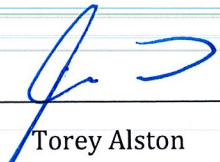
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IN WITNESS WHEREOF, the Parties have caused this SA #1 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

**GREATER MIAMI EXPRESSWAY AGENCY**

**AT&T CORP.**

By: \_\_\_\_\_

 3/8/24  
Torey Alston  
Interim Executive Director

By: \_\_\_\_\_

Lori V Oliver

Signature of Authorized Officer

Lori V Oliver

Print Name of Authorized Officer

Contract Manager

Title of Authorized Officer