

Date

Awarded Firm Contact Information

Re: Confirmation of Engagement as XXXXXXXXXX Counsel to the Greater Orlando Aviation Authority (the "Aviation Authority")

Dear XXXX,

This letter will confirm the terms under which XXXX ("XXXX" or "firm") is engaged to represent the Aviation Authority as its XXXX Counsel ("XXXX Counsel"). XXXX will represent the Authority and perform the legal services as listed in Exhibit B.

You will act as lead counsel for this service. You may engage other members of your firm or team as needed; however, the Aviation Authority expects efficient, non-duplicative, representation from the experienced counsel it has selected. Your representation is non-exclusive. The Aviation Authority may seek assistance from other law firms regarding construction and infrastructure services.

XXXX's representation of the Aviation Authority for legal services rendered during the course of XXXX's representation of the Aviation Authority shall be based upon the hourly rates set forth in Exhibit C, as they are amended from time to time by the Aviation Authority. No automatic or annual rate increases are permitted. Any adjustment to rates from time to time will require written approval by the Aviation Authority's Chairman and Chief Executive Officer.

In addition to the fees for legal services, the Aviation Authority agrees to pay XXXX for costs and expenses incurred or charged on the Aviation Authority's behalf in connection with your engagement, such as courier services, court reporter fees, costs of deposition transcripts, the use of computerized data bases and other similar charges, if pre-approved by an Aviation Authority Officer. Legal research expenses on services such as Westlaw or Lexis are considered firm overhead and are not reimbursable.

All travel expenses incurred by your firm on the Authority's behalf must be pre-approved and shall be billed in compliance with the Aviation Authority's travel policies and procedures. "Portal-to-portal" billing from your office to the airport and back is not allowed. The Aviation Authority does not reimburse costs nor pay attorney's fees for travel time, local mileage or tolls without pre-approval.

Before they are sent to the Aviation Authority each month, you will personally review all statements for professional services in order to ensure that the charges for XXXX's professional services and related costs and expenses are reasonable and appropriate for the nature of the services rendered. The Aviation Authority typically processes legal invoices within 45 days of submission.

The Aviation Authority understands that XXXXXX professional fees, costs and expenses for this engagement are not predictable for a variety of reasons and may depend on the Aviation Authority's needs at any moment in time. Similarly, the Aviation Authority does not guarantee any amount of work for the firm. Accordingly, there is no budget required for your services; however, the Aviation Authority expects disciplined delivery of services from its contracted professionals. Unanticipated or unexplained charges will slow payment or may require write-downs of particular charges.

The Aviation Authority is not relying upon XXXX for business, investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom it is or may be dealing. Moreover, except as specifically set forth in Exhibit B hereto, the Authority is not engaging XXXXX to provide substantive attention to the Authority's business affairs. Accordingly, the firm's knowledge and involvement in the business operations of the Authority shall be limited to the particular matters identified in Exhibit B.

As a public entity, the Aviation Authority's employees, contractors and consultants, including counsel, must avoid conflicts of interest and any appearance of impropriety. The Aviation Authority recognizes that your firm has represented, and continues to represent, many different individual, partnership, corporate and other organizational clients with various interests in numerous businesses and industries. Your firm shall avoid conflicts of interests with regard to the clients it represents and matters the firm is currently handling or will handle in the future. The Authority is entitled to assess any potential conflict of interest the firm has now or which may arise in the future. XXXX and the Aviation Authority agree to provide each other at the outset of this engagement, and on a continuing basis, with adequate information which will allow the firm to perform periodic conflict of interest checks and report potential conflicts to the Aviation Authority.

It is possible that during the course of its representation, the Aviation Authority may become involved in transactions, negotiations, regulation or disputes with other clients of the XXXX firm. It is the firm's responsibility to avoid these conflicts by running ongoing conflict checks. If a possible conflict between the Authority's interests and those of another of XXXX's clients arise, XXXX will promptly notify the Aviation Authority of that circumstance as soon as the firm becomes aware of the same.

Other material terms of this engagement are set forth in the General Terms and Conditions of Engagement attached as Exhibit A to this engagement letter which are incorporated into this engagement letter. The firm's acceptance of the terms of this engagement letter includes the acceptance of and agreement to abide by the General Terms and Conditions of Engagement set forth on Exhibit A.

Unless a different engagement letter is executed in the future, the terms of this engagement letter will also be applicable to and govern our professional relationship on all subsequent matters on or in which the firm may become involved or engaged on the Authority's behalf.

The Aviation Authority understands the firm cannot guarantee the outcome or success of this or any other engagement or professional undertaking; however, the Aviation Authority expects that the firm will earnestly strive to represent and serve the Authority's interests in this engagement effective as of XXXX, efficiently and responsively while endeavoring to accomplish the Authority's objectives in this engagement.

Upon request, the firm shall provide evidence of insurance requirements contained in the Request for Proposals to the Aviation Authority. The firm further agrees to maintain same in effect during the full term of our engagement.

If this engagement letter, including the attached General Terms and Conditions of Engagement, is in accord with the firm's understanding of the terms of the professional relationship which the firm is establishing, please sign the enclosed copy of this letter and return it to me, via e-mail.

Should you have questions concerning this engagement letter, including the attachments thereto, or the manner in which the firm will handle this engagement, please do not hesitate to contact me.

Very truly yours,

Kevin J. Thibault, P.E., F.ASCE
Chief Executive Officer

Enclosures: Exhibit A – General Terms and Conditions of Engagement
Exhibit B – Scope of Legal Services
Exhibit C – Hourly Billable Rates

EXHIBIT A
GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

Compensable Expenses: During the course of this engagement, it is likely that the firm will be asked by third party vendors to advance on its behalf properly allocable out-of-pocket costs and expenses. The firm may forward to the Authority invoices for such services and products from third party vendors, which the Authority agrees promptly to pay directly to the third-party vendors.

In the case of expenses incurred and disbursements made by the firm to third-party vendors and/or service providers on the Authority's behalf, it will be billed at the firm's actual invoiced cost. However, the firm reserves the right, in appropriate circumstances (particularly, when substantial obligations are to be incurred on the Authority's behalf to third-party vendors and/or service providers in furtherance of this engagement), to have invoices received from such third-party vendors and/or service providers forwarded or furnished directly to the Authority for prompt payment, in which event, the Authority agrees to pay such invoices not later than thirty (30) days from its receipt of same and indemnify, discharge, save and hold the firm harmless from, any liabilities or claims asserted against the firm by reason or on account of the failure to do so.

Billing and Payment: Fees, charges and expenses will generally be billed monthly and are payable upon presentation. The Authority agrees that it will promptly review our invoices, raise any questions regarding the amounts and items billed within 30 days of presentation and pay all amounts billed consistent with these Terms of Engagement.

Estimates: Although the firm may from time to time respond to a client request for an estimate of the amount(s) of professional fees and/or costs and expenses that may be incurred in an engagement, or on a particular task or undertaking in furtherance of an engagement, such estimates, even though given by the firm in good faith and on the basis of the firm's best judgment when given, are inherently inexact and are always subject to unforeseen contingencies and changed facts and/or circumstances. Accordingly, the firm cannot and will not be bound by any such estimates, and will not, except to the extent that the firm may expressly agree in writing at the time such estimate is given, limit our compensation to the amount(s) of any such estimates.

Communications: Throughout this engagement and subject to the restrictions and exceptions of Florida Statutes 286.001 *et seq.* and 119.001 *et seq.*, the firm will endeavor to keep the Authority apprised of and informed about all significant developments and regularly communicate and consult with the Authority about the status and progress of matters involved in this engagement.

With respect to e-mail communications to the firm, please be aware that in order to preclude or reduce "spam" e-mail and prevent "viruses" from entering our computer network, the firm is currently utilizing computer software and have engaged the services of an independent third-party contractor to filter our incoming e-mail correspondence. This filtering process may result in certain incoming e-mail correspondence to the firm (i.e., that identified as "spam" or suspected of having a "virus") being quarantined (thus, potentially not received at all) and/or delayed in reaching the firm. For this reason, the firm cannot be certain that the firm will receive all e-mail correspondence and/or that the firm will receive it in a timely manner. Therefore, the Authority may wish to consider sending communications to the firm which are particularly important or time-sensitive via means other than e-mail.

Termination of Engagement: The Authority will always have the right to terminate the firm's representation of the Authority in this engagement for any reason. Should the Authority elect to do so, the firm will promptly issue a final statement for all professional services rendered and all costs and expenses incurred and/or advanced by the firm on the Authority's behalf through the effective date of such termination or the later date of any court-required withdrawal and/or substitution of counsel. The Authority agrees that the final statement so issued following its termination of this engagement will be paid within thirty (30) days from receipt of the same.

Withdrawal from Engagement: The firm will have the right of termination of or withdrawal from this engagement (and any other representation of the Authority) at any time and for any reason (including, without limitation, for non-payment or untimely payment of the firm's fees and/or expenses), subject only to leave of court (if required) and those obligations imposed upon the firm by the Rules of Professional Conduct, including the obligation on the firm's part to provide reasonable notice of any such termination of or withdrawal from this engagement. If the firm elects to exercise such right of termination or withdrawal, the firm will provide reasonable assistance in the transition of representation to any successor attorney whom the Authority may engage to handle the matters which are the subject of this engagement. Upon request, the firm will promptly surrender any documents, papers, funds and/or other property then in the firm's possession to which the Authority may be entitled. In addition, the firm shall make available to the Authority and any such successor attorney at the firm's premises and in the presence of the firm's designated representative(s), such portion or portions of the firm's file(s) in respect of the subject matter of this engagement as are required by applicable law and/or the Rules of Professional Conduct, for inspection and copying at the Authority's expense.

File Ownership/Client Property: The file(s) which the firm may create or generate during the course of this engagement reflecting and/or containing the records and/or work product of the firm's attorneys and support staff in respect of or related to this engagement (whether they be in traditional written/paper (i.e., tangible) form or in more contemporary electronic (i.e., intangible) form) and the contents of such files may be subject to Florida's Public Records laws and the firm agrees to treat all such documents as to which said laws apply in accordance therewith. Accordingly, all documents in the firm's possession which are in fact considered public records under F.S. 119.001 *et seq.*, will be retained in such manner and for such period of time as required by F.S. 257.36(6).

EXHIBIT B

- a. Provide advice and recommendations to the Aviation Authority and its Board regarding compliance with Florida’s Sunshine and Public Records laws (F.S. 286.001 et seq. and 119.001 et seq.).
- b. Oversee the assignment of all legal matters to all outside counsel.
- c. Attend and provide advice and counsel as requested at the Aviation Authority’s Board meetings, including as to matters of parliamentary procedure.
- d. Attend as requested or as necessary and provide oversight and coordination of the Aviation Authority’s committee meetings, including meetings regarding establishing and reviewing Board meeting agendas and reviewing input and updates from outside counsel on legal matters.
- e. Oversight of and recommendations related to claims and litigation involving the Aviation Authority or as to which the Aviation Authority is or is expected to be a party, but not including litigation active or pending prior to the commencement of this engagement.
- f. Undertake special projects and strategic initiatives as requested by the Aviation Authority.
- g. Any other matters and issues that may arise from time to time, as assigned by the Aviation Authority.

EXHIBIT C

TITLE	HOURLY RATE
Principal Partner	\$
Partner	\$
Associate	\$
Paralegal	\$