

**VIA EMAIL**

September 4, 2022

Carson Good  
Chairman  
Greater Orlando Aviation  
Authority One Jeff Fuqua  
Boulevard  
Orlando, Florida 32827-4399

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

Dear Chairman Good:

In accordance with the selection by the Board of the Authority, this letter will confirm the terms under which Rumberger Kirk and Caldwell, P.A. ("Rumberger") is engaged to represent the Authority as the Authority's General Counsel. We are pleased that the Authority has selected us to serve as its General Counsel and appreciate the confidence which it has demonstrated in us by doing so.

At the outset of each new engagement, it is our custom and practice to confirm in writing the terms of the professional relationship we are establishing, including the identity of our client, the scope of our professional undertaking, the legal fees and other essential business terms of our representation of the Authority.

We are being engaged to represent the Authority as its General Counsel. We are not being engaged to represent, and we will not represent, any other person or entity pursuant to this engagement, except as we hereafter expressly agree in writing.

We will represent the Authority as its General Counsel and perform the legal services as listed on Exhibit B. Daniel J. Gerber will serve as General Counsel. In the event this individual is not available, Lan Kennedy Davis will temporarily serve in that capacity. Among the various services to be provided pursuant hereto, we will oversee, coordinate and manage the services by all firms providing legal counsel to the Authority. However, the Authority agrees that the coordination, assignment and oversight of such legal services shall not be deemed to create a basis for the liability of our law firm for the professional negligence of any attorney or law firm whose legal services are being coordinated, assigned or overseen by us. Any attorney or law firm, General Counsel or otherwise, shall be liable for their individual professional negligence, if any.

Our representation of the Authority in this engagement will commence on the date on which this contract is executed and will terminate five years thereafter. The Authority may terminate this engagement prior to its expiration by thirty (30) days' prior written notice to us.

The Authority agrees to pay fees for the legal services to be rendered on the Authority's behalf. The compensation for legal services rendered during the course of our representation of the Authority shall be based upon the hourly rates set forth in the Request for Proposals, as they are amended from time to time by the Authority. Any adjustment to rates from time to time will require written approval by the Authority's Chairman and Chief Executive Officer.

In addition to the fees for legal services, the Authority agrees to pay Rumberger for all costs

and expenses incurred or charged on the Authority's behalf in connection with our engagement, such as courier services, long-distance telephone charges, photocopying, postage, court reporter fees, costs of deposition transcripts, secretarial overtime or temporary staff services, court fees, the use of computerized legal research and data base facilities and other similar charges. The reimbursements of those expenses shall be based upon the rates approved from time to time by the Chief Executive Officer. The reimbursable expenses shall include registration fees, reasonable travel expenses and lodging for the General Counsel at two conferences per year including focused programs on airport law; however, the General Counsel shall not bill the Authority for any time spent travelling to or attending the conference sessions.. All travel expenses incurred by our firm on the Authority's behalf must be pre-approved and shall be billed in compliance with the Authority's policies and procedures as amended from time to time. We acknowledge the Authority does not reimburse for local mileage or tolls.

Before they are sent to the Authority each month, I will personally review all statements for our professional services in order to ensure that the charges for our professional services and related costs and expenses are reasonable and appropriate for the nature of the services rendered. Our invoices are due within thirty (30) days after presentation.

Please understand that our professional fees and costs and expenses for this engagement are not predictable for a variety of reasons and, particularly, because of circumstances that may be entirely out of our control (or the Authority's). Accordingly, this will confirm that we have made no commitment to the Authority concerning the maximum amount of our compensation in respect of this engagement. Further, it is to be understood that the payment of our compensation for this engagement is in no way contingent on the ultimate outcome of any matter arising during this engagement.

Unless otherwise expressly stated herein, it is understood and agreed that the Authority is not relying upon us 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 hereby engaging our law firm to provide substantive attention to the Authority's business affairs. Accordingly, our knowledge and involvement in the business operations of the Authority shall be limited to the particular matters identified in Exhibit B.

This firm has represented, and continues to represent, many different individual, partnership, corporate and other organizational clients with various interests in numerous businesses and industries. By executing this engagement letter the Authority is acknowledging its understanding of the same. We do not believe our work for the Authority in this engagement constitutes a conflict of interest on any other matter we are currently handling. The Authority agrees to provide the firm 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. It is possible that during the course of our representation in this engagement, the Authority may become involved in transactions or disputes with other clients of our firm in which its interests are or become adverse to the interests of one or more of our other clients. If such a conflict between the Authority's interests and those of another of our clients were to arise, we will promptly notify you of that circumstance as soon as we become 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 Authority'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. If any of them are unacceptable, please advise us now, so that we may resolve any differences and proceed with this engagement with a clear understanding of the essential terms of our professional relationship.

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 we may become involved or engaged on the Authority's behalf. This engagement shall be assigned to the law firm at which the appointed General Counsel is employed if the law firm otherwise complies with the terms of this engagement.

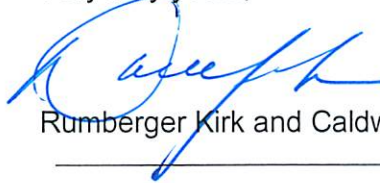
Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve the Authority's interests in this engagement effectively, efficiently and responsively while endeavoring to accomplish the Authority's objectives in this engagement.

Our firm will provide evidence of insurance requirements contained in the Request for Proposals PS-716 to the Authority and agrees to maintain same in effect during the full term of our engagement. The policies shall be for such limits previously stated or as the Chief Executive Officer may require.

If this engagement letter, including the attached General Terms and Conditions of Engagement, is in accord with the Authority's understanding of the terms of the professional relationship which we are 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 we are handling this engagement on your behalf from time to time, please do not hesitate to contact me.

Very truly yours,



Rumberger Kirk and Caldwell, P.A.

General Terms and Conditions of Engagement - [Exhibit A](#)  
Scope of Legal Services- [Exhibit B](#)  
Hourly Billable Rates- [Exhibit C](#)

CC: Kevin Thibault, Chief Executive Officer (via email: [kevin.thibault@goaa.org](mailto:kevin.thibault@goaa.org))

**ACCEPTANCE**

The foregoing terms of this engagement, including the General Terms and Conditions of Engagement on the attached Exhibit A, are hereby approved and accepted.

**GREATER ORLANDO AVIATION  
AUTHORITY**

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

M. Carson Good, Chairman

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS OF ENGAGEMENT**

**Compensable Expenses:** During the course of this engagement, it is likely that the Authority will be required to incur or we will be asked by third party vendors to advance on its behalf properly allocable out-of-pocket costs and expenses. We 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 us to third-party vendors and/or service providers on the Authority's behalf, it will be billed at our actual invoiced cost. However, we reserve the right, in appropriate circumstances (particularly, when substantial obligations are to be incurred on your 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 us harmless from, any liabilities or claims asserted against us 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. You agree that you 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 we 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 us in good faith and on the basis of our best judgment when given, are inherently inexact and are always subject to unforeseen contingencies and changed facts and/or circumstances. Accordingly, we cannot and will not be bound by any such estimates, and will not, except to the extent that we 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.*, we will endeavor to keep the Authority apprised of and informed about all significant developments and regularly communicate and consult with it about the status and progress of matters involved in this engagement.

With respect to e-mail communications to us, please be aware that in order to preclude or reduce "spam" e-mail and prevent "viruses" from entering our computer network, we are 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 us (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 us. For this reason, we cannot be certain that we will receive all e-mail correspondence and/or that we will receive it in a timely manner. Therefore, the Authority may wish to consider sending communications to us 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 our representation of it in this engagement for any reason. Should it elect to do so, we will promptly

issue a final statement for all professional services rendered and all costs and expenses incurred and/or advanced by us on its 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:** We 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 our fees and/or expenses), subject only to leave of court (if required) and those obligations imposed upon us by the Rules of Professional Conduct, including the obligation on our part to provide reasonable notice of any such termination of or withdrawal from this engagement. If we elect to exercise such right of termination or withdrawal, we 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, we will promptly surrender any documents, papers, funds and/or other property then in our possession to which the Authority may be entitled. In addition, we shall make available to the Authority and any such successor attorney at our premises and in the presence of our designated representative(s), such portion or portions of our 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 we may create or generate during the course of this engagement reflecting and/or containing the records and/or work product of our 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) forms) 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 our 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 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 all legal matters, including coordination and assignment of all counsel.
- C. Attend and provide advice and counsel at the 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 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 Authority or as to which the Authority is or is expected to be a party
- F. Undertake special projects and strategic initiatives as requested by the Authority.
- G. Serve as a member of the executive team, and act as a teammate and liaison between Authority staff and the Authority Board as to all matters regarding legal and ethical perspective.
- H. Any other matters and issues that may arise from time to time, as assigned by the Authority.

**EXHIBIT C**

<b>TITLE</b>	<b>HOURLY RATE</b>
General Counsel	\$425
Partner	\$345
Associate	\$265
Paralegal	\$165

\*Hourly rates may be adjusted from time to time by the Authority Board, but in no event will the hourly rates be adjusted down from the above stated rates.