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GOAA DATE 12/4/13  
ITEM NO. \_\_\_\_\_  
DOCUMENTARY # \_\_\_\_\_

**PSa-359**

**AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT**, with the effective date of November 1, 2013, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (the "Authority"), with a business address at Orlando International Airport, One Airport Boulevard, Orlando, Florida 32827-4399, and Richard Heffley, d/b/a Heffley & Associates (the "Consultant"), with a business address at 420 East Jefferson Street, Suite 106, Tallahassee, Florida 32301 (Authority and Consultant sometimes collectively referred to herein as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Authority desires to employ the services of Consultant to consult with and represent the Authority with respect to matters involving various legislative and other governmental bodies in; and

**WHEREAS**, Consultant is qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. **SERVICES TO BE PERFORMED.** The Consultant hereby agrees to perform the following services for an on behalf of the Authority.

A. **Legislative Representation**

(1) While the Florida Legislature (the "Legislature") is in session, attend all sessions and review and report on all pending legislation affecting the Authority directly or indirectly. This review shall also include all pre-legislative session committee meetings, hearings, and conferences.

(2) Prepare and develop legislative filings as required in the proper form to be proposed for adoption by the Legislature.

(3) Seek advice from Authority's staff members, in conjunction with other consultants, with the respect to the information necessary for the proper presentation of the Authority's views, needs, and requirements to be presented by the Consultant before the various legislative committees and other governmental bodies.

(4) Attend all necessary committee meetings, workshops, and legislative sessions for the purpose of monitoring and affecting, as appropriate, the passage or defeat of those bills identified as bills of interest.

(5) Arrange conferences between Authority staff members and appropriate members of the Legislature, the Governor of the State of Florida, the members of the Florida Cabinet and /or their respective aides and staff.

(6) Coordinate the Authority's legislative activities with the activities of other groups with similar interest including other major international airport representatives, legislative advocates for the City of Orlando, Orange County and other selected associates that are involved in the legislative process.

(7) Advocate the passages of legislation which the Authority identifies as being in the Authority's best interest, including but not limited to maximizing transportation funding for Orlando International Airport and Orlando Executive Airport.

B. Regulatory Representation. Assist the Authority staff members and consultants, as directed by the Executive Director of the Authority (the "Executive Director") or his designee, in the formulation and representation of the Authority's positions or requests before state departments and/or agencies. Representation shall include, but not necessarily limited to, the following:

(1) Advancing request for funding for various airport projects to the Florida Department of Transportation ("FDOT"); Florida Department of Environmental Protection ("FDEP"), the Florida Legislature, other governmental agencies and alternative state funding sources.

(2) Seeking to maximize FDOT appropriations for the then current fiscal year for projects that are in the authority's best interest.

(3) Advance long-term initiatives and state policy that will benefit the Authority including, but not limited to, the development of additional fuel distribution capacity, and funding and implementation of fuel and environmental efficiencies.

(b) **Personnel.** Consultant agrees to retain the necessary qualified personnel acceptable to Authority to perform all Services for Authority pursuant to this Agreement. Consultant further agrees to promptly remove any personnel from performing Services as Authority shall request in writing (which request may be made by Authority with or without cause), and to promptly replace such personnel with other of Consultant's personnel of comparable experience reasonably acceptable to the Authority. Consultant agrees to include a similar provision in its agreements with any and all Subconsultants.

(c) **Subconsultants.** Consultant shall perform all of its obligations and functions under this Agreement by means of its own employees or by a duly qualified subconsultant approved by the Authority ("Subconsultant"); provided, however, no Subconsultant shall perform any of the Consultant obligations under this Agreement unless the Authority approves the Subconsultant in advance in writing. In the event any Subconsultant is employed, the Consultant shall continuously monitor the Subconsultant's performance, shall remain fully responsible to ensure that the Subconsultant's perform Services as required in accordance with this Agreement. The Authority shall have no obligation to pay for any unsatisfactory

performance of Subconsultants nor to reimburse Consultant for Services rendered by Subconsultants in connection with Consultant's performance of Services unless Authority has given prior written approval of the compensation to be paid Subconsultants by the Consultant. The Authority may require that invoices for all work (including invoices submitted to the Consultant for work performed by Subconsultants) shall be submitted to the Authority by the Consultant and the Authority shall pay all compensation to the Consultant, or Authority shall have the right, but not the obligation, to pay a specific amount directly to any Subconsultant. Consultant agrees to pay such Subconsultants for their Services within fifteen (15) days after Consultant's receipt of payments from the Authority for accepted work performed by Subconsultants. It shall be the sole responsibility of the Consultant to deal with Subconsultants with respect to the collecting and submission of invoices and the payment of compensation. Payment of compensation by the Authority to the Consultant for work performed by Subconsultants shall relieve the Authority of all future liability to the Subconsultant and shall thereafter precludes the Subconsultant from bringing any claim against the Authority. Consultant agrees to include insurance and indemnity requirements set forth herein in agreements with any Subconsultants for performance of Services.

(d) **Consultant's Reasonable Efforts and Standards of Performance.** Consultant agrees to use its reasonable efforts to perform and/or to cause Subconsultants to perform all Services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by Authority, and Consultant agrees to perform and/or cause Subconsultants to perform all Services in accordance with applicable professional standards, and in accordance with the conditions contained in this Agreement.

(e) **Consultant's Liability.** Consultant shall be and remain liable in accordance with applicable law for all damages to Authority caused by the improper acts or omissions of Consultant or by any Subconsultants in performing any Services to the extent determined by a court of competent jurisdiction, not subject to further appeal. All provisions of this Agreement specifying Consultant's obligation and duties in performing Services shall apply equally to Subconsultants performing Services.

(f) **Consultant's Obligation to Correct Errors or Omissions.** Consultant agrees to be responsible for the quality, technical adequacy and accuracy, of all Services furnished by Consultant or any Subconsultants, in accordance with its specific obligations hereunder. Consultant shall, without additional cost or expense to the Authority, correct or revise any errors, omissions, or other deficiencies in the Services performed by Consultant, resulting from improper acts or omissions of Consultant or Subconsultants to the extent determined by a court of competent jurisdiction, not subject to further appeal.

(g) **Consultant's Compliance with Laws and Regulation.** Consultant and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the Services rendered by Consultant hereunder, or to the wages paid by Consultant to its employees. Consultant shall require all of its Subconsultants to comply with the provisions of this paragraph.

(h) **Consultant Is Not Authority's Agent.** Consultant is, and at all times shall be deemed to be, an independent contractor and shall be wholly responsible for the manner in which

it performs the services required of the Consultant by the terms of this Agreement. The Consultant shall be liable for any of its acts, and the acts of its Subconsultants, and their respective agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee, nor principal and agent, between the Authority and the Consultant or any Subconsultant. Neither Consultant nor any Subconsultant is authorized to act as Authority's agent hereunder nor to have no authority express or implied to act for or bind Authority.

(i) **Conflict of Interest.** Consultant hereby acknowledges that it does not currently represent and will not represent during the term of this agreement any party with interests adverse to the Authority.

## 2. Compensation.

(b) **Compensation.** For the Services rendered by Consultant, Authority shall pay Consultant a fee in the amount of Six Thousand and No/100 Dollars (\$6,000.00) per month (the "Retainer").

(c) **Reimbursable Expenses.** The Retainer includes all expenses to be incurred by Consultant as contemplated on the Effective Date of this Agreement. In the event that requirements for international travel arise in excess of the present contemplation, then Consultant shall submit a request to the Executive Director, which request shall be handled in accordance with all applicable laws and section 430.02 of the Authority's Policies and Procedures Manual ("Travel Policy") as amended from time to time; however, such amount for international travel requires prior express written approval of the Authority.

a. **Monthly Statements.** Consultant shall submit statements to Authority not more than once each month for all Services rendered hereunder since the last monthly statement. The information shall be submitted in a form and with detail satisfactory to Authority. The making of any willfully false statement by Consultant in a monthly statement shall be grounds for the termination of this Agreement by Authority.

(d) **Maintenance of Records.** Consultant shall maintain complete and accurate records relating to Services rendered pursuant to this Agreement. Cost records shall be kept in accordance with generally accepted accounting principles and practices consistently applied and in Consultant's customary form and scope.

(e) **Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by Authority, be made available to Authority or its representatives at all reasonable times, to review, inspect, audit or copy. If any such audit establishes that Consultant has overstated its Reimbursable Expenses, the amount of any overcharge paid by Authority as a result of an overstatement shall forthwith be refunded by Consultant to Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any knowingly overstated amount accrued from forty-five (45) days after the Authority's notice to Consultant of overstatement.

### 3. Term and Termination.

(a) **Term.** This Agreement shall be effective as of November 1, 2013 and shall continue in effect for four (4) calendar years, unless terminated earlier as provided for herein or extended by an addendum hereto executed by both Parties. The Authority has the option, exercisable in its sole discretion, upon written notice to Consultant at any time before expiration of the term, to extend the term for up to two (2) additional periods of one (1) year each.

(b) **Termination on Default.** This Agreement may be terminated in whole or in part in writing by either party in the event of the failure or refusal of the other party to perform or do any obligation herein required of that party within one hundred and eighty (180) days after written notice from the non-defaulting party. Liability arising from improper acts or omissions and any indemnity obligations shall survive the termination of this Agreement.

(c) **Termination without Default.** Authority may terminate this Agreement for any reason or no reason upon not less than one hundred and eighty (180) calendar days written notice of intent to terminate.

(d) **Price Adjustment.** For any termination, Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed. The equitable adjustment for any termination for convenience shall provide for payment to Consultant for all work done and Reimbursable Expenses incurred and for termination settlement costs reasonably incurred by Consultant relating to legally binding commitments which were entered into prior to the notice of intent to terminate.

(e) **Notice of Intent to Terminate.** Upon receipt of notice of intent to terminate from Authority pursuant to paragraphs 3(b) or 3(c) above, or upon Consultant's giving of notice of intent to terminate pursuant to paragraph 3(a) above, Consultant shall: (1) promptly discontinue all Services affected (unless Authority directs otherwise); and (2) deliver or otherwise make available to Authority all data, calculations, estimates, graphics, documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been produced as original deliverables by Consultant or by Subconsultants in performing Services under this Agreement, whether completed or in process.

(f) **Authority's Right to Complete Terminated Services.** Upon termination pursuant to paragraphs 3(b) or 3(c) above, Authority may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Authority shall not waive any rights it may have to pursue any and all rights it may have against Consultant arising out of Consultant's performance hereunder.

### 4. Warranties and Representations of Consultant.

(a) **State Code of Ethics.** Consultant represents that it is familiar with the terms and conditions of Section 112.313, Florida Statutes, and Consultant further represents and warrants unto Authority that to the best of its knowledge and good faith belief no director, officer, employee or agent of Authority or the City of Orlando, Florida (the "City") has any interest, either directly or indirectly, in the business of Consultant to be conducted under this Agreement

or the proceeds thereof. Consultant further represents and warrants to Authority that it has not employed or retained any company or person, other than a bona fide employee working wholly for Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the Services of any firm or person in connection with carrying out this Agreement.

(b) **Public Entity Crimes.** Consultant represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Consultant further represents and warrants unto Authority that to the best of its knowledge and good faith belief that neither Consultant nor any affiliate of Consultant has ever been convicted of a public entity crime. Consultant acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

(c) **Public Records; Open Meetings.** The Consultant has been advised that the Authority, and its activities, are subject to (i) the Public Records Law, Chapter 119, Florida Statutes, which imposes broad disclosure requirements upon the Authority with regard to documents deemed to be public records, and (ii) the Government-in-the-Sunshine-Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the Authority to conduct business in open meetings. Consultant will cooperate with Authority to observe and comply with the requirements of said laws in performing the Services. The Consultant agrees that it will comply with all Authority policies and procedures in observing the requirements of said laws.

Consultant shall insert the foregoing warranties and representations in each of its Subconsultant agreements relating to the Services.

5. **Member Protection: Waiver.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of Consultant or any Subconsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee, or agent, as such, past, present or future, of Authority either directly or through Authority or otherwise, for any claims arising out of this Agreement of the Services rendered pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent as such, to

respond by reason of any act of omission on his or her part or otherwise for any claim arising out of this Agreement or the Services rendered pursuant to it, or for the payment for or to the Authority, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

6. **Indemnification.** Consultant shall indemnify, defend and hold completely harmless the Authority and the City, and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens advisory committees of each), officers, employees and agents of each from and against any and all liabilities (including statutory liability and liability under Workers' Compensation laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) the breach of this Agreement by Consultant, (ii) by reason or on account of damage to or destruction of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the negligent performance of services under this Agreement, or the negligent acts or omissions or willful misconduct of Consultant's officers, agents, employees, Subconsultants, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, or (iii) arising out of or in connection with the negligent acts or omissions or willful misconduct of Consultant or its officers, agents, employees, Subconsultants, licensees or invitees. Authority agrees to give Consultant reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Consultant or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. **Insurance.** Without limiting its liability hereunder, Consultant shall procure and maintain at its sole expense during the life of this Agreement a comprehensive general liability policy with limits of not less than \$1,000,000, which shall include contractual liability on a blanket or specific basis to cover the indemnification provided under Paragraph 6 herein above, and shall be in a form satisfactory to Authority and shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Authority. Consultant agrees that the Authority shall be named as additional insureds under such insurance policy. Such insurance shall provide that it is primary insurance with regard to any other valid insurance Authority may possess including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. Prior to commencing any work under this Agreement and prior to the expiration of any certificates previously provided hereunder, Consultant shall, upon request, provide to Authority certificates evidencing the maintenance of the insurance required hereunder, and such certificate shall provide that no material alteration or cancellation, including expiration and nonrenewal, shall be effective until at least thirty (30) days after receipt of written notice thereof by Authority. Further, Consultant will provide evidence of workers compensation/employers liability insurance for its employees.

8. **Nondiscrimination.** During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

(a) **Compliance with Regulations.** The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the ("Regulations")), which are herein incorporated by reference and made a part of this Agreement.

(b) **Nondiscrimination.** The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subconsultant, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(c) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(d) **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanction as it or the FAA may determine to be appropriate, including but not limited to:

- (i) Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
- (ii) Cancellation, termination or suspension of the Agreement, in whole or in part.

(f) **Incorporation of Provisions.** The Consultant shall include the provisions of subsections (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Authority to enter into such litigation to protect the interest of the



Authority and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The Consultant assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Consultant from the period beginning with the initial solicitation through the completion of the Agreement.

9. **Florida Law.** This Agreement was made in the State of Florida and shall be governed by and construed in accordance with Florida law.

10. **Remedies.** In the event of default, in addition to any other remedy available to the non-defaulting party, the non-defaulting party pursuant to the terms may terminate this Agreement hereof. Any such termination shall not waive or replace any other legal or equitable remedies available to the non-defaulting party. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to any party at law or in equity.

11. **Attorney's Fees and Costs.** To the extent allowable by law, in the event that any legal proceedings at law or in equity arising hereunder or in connection herewith (including any appellate proceedings), the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorney's fees incurred in connection with such legal proceedings as determined by a court of competent jurisdiction.

12. **Venue and Waiver of Jury Trial.** The appropriate venue for any actions arising out of this Agreement will be any court of competent jurisdiction in Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both Authority and Consultant. The parties hereby agree that process shall be served on Consultant and Authority in the manner prescribed by applicable law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights and either party may have to a trial by jury of any such litigation.

13. **Transfers, Assignments and Subcontracts.** Consultant shall not transfer or assign any of its rights hereunder except as otherwise authorized in this Agreement any of its obligations hereunder to third parties without the prior written approval of Authority. Authority shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon Authority and Consultant, and their respective successors and assigns.

14. **Miscellaneous Provisions.**

(a) Consultant shall promptly observe, and comply with applicable provisions of all federal, state and local laws, rules and regulations that govern or apply to the services rendered by Consultant hereunder.

(b) Consultant shall produce and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorization as are required by law in order for Consultant to render the services required hereunder.

(c) If Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by Consultant hereunder, and if Consultant is unable to comply within a reasonable time with applicable federal and state laws and regulations governing the grant of such funds for services to be rendered hereunder, then notwithstanding anything else herein contained, Authority shall have the right, by giving written notice to Consultant, to terminate this Agreement forthwith.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

16. **Amendment; Waiver.** Except for the Authority's right to reduce the scope of services as provided in paragraph 1.(a) above, this Agreement shall not be amended or modified other than in an amendment writing signed by the parties hereto. The Authority and Consultant reserve the right to amend this Agreement in writing at any time by such mutually executed amendment. Failure to by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

17. **Severability.** If any term or provision of this Agreement shall be found to be unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

18. **Time of The Essence.** Time is of the essence in the performance of this Agreement.

19. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied to the other party and that the execution telecopy shall be binding and enforceable as an original; the parties agree to fully execute three (3) originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

20. **Notices.** All notices under this Agreement shall be in writing and shall be given by United States Certified Mail Return Receipt Requested postage prepaid addressed to:

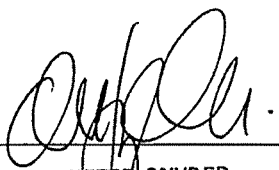
To Consultant:           Heffley & Associates  
                                  420 East Jefferson Street, Suite 106  
                                  Tallahassee, Florida 32301  
                                  Attention: Rich Heffley

To Authority: Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399  
**Attention:**


The Authority's Executive Director, or designee, shall act as Authority's agent with respect to the Services to be rendered by Consultant hereunder shall transmit instructions, receive information, and communicate Authority's policies and decisions to consultant regarding such Services. Either party may change the designee or address for notices by written notice given in accordance with the terms of this Section 20.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first mentioned above.

ATTEST

By:   
Title: DAYCI S. BURNETTE-SNYDER  
ASSISTANT SECRETARY  
Date: 12/13/13

**GREATER ORLANDO  
AVIATION AUTHORITY**

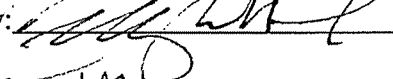
By:   
Title: Phillip N. Brown, A.A.E.  
Executive Director  
Date: 12/13/13

APPROVED AS TO FORM AND LEGALITY  
On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
for use and the reliance of the Greater Orlando  
Aviation Authority, only.

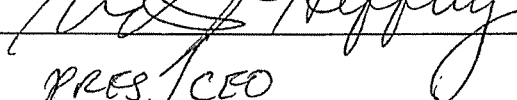
By:   
Marchena and Graham, P.A., Counsel

**"CONSULTANT"**

ATTEST

By:   
Title: VP  
Date: 10/28/13

**HEFFLEY & ASSOCIATES**

By:   
Title: PRES./CEO  
Date: 10/24/13