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January 29, 2014

Ms. Ginger Wald
Assistant City Attorney
City of Fort Lauderdale, FL
100 North Andrews Avenue
Fort Lauderdale, FL 33301

**RE: Engagement for Administrative Appeal of FEMA Deobligation
Hurricanes Katrina and Wilma**

Dear Ms. Wald:

We are pleased that you have asked Baker, Donelson, Bearman, Caldwell & Berkowitz (“Baker Donelson”) to represent the City of Fort Lauderdale in its administrative appeal of FEMA's recent deobligation of almost \$10 million in disaster assistance previously provided by FEMA to the City of Fort Lauderdale, through Florida's Division of Emergency Management, for costs incurred to remove debris in the wake of Hurricanes Katrina and Wilma.

The purpose of this letter is to confirm your agreement to engage Baker Donelson as counsel and to provide certain information concerning the fees, billing and collection policies, and other terms that will govern our relationship through Baker Donelson. Although the firm does not wish to be overly formal in our relationships with clients, it is a helpful practice to confirm with our clients the nature and terms of our representation.

The firm will bill you monthly based upon hourly rates. \$450 per hour for me, \$265 per hour for Associate, Wendy Ellard and \$120 per hour for my legal assistant, Lara Ilaio-O'Doherty. Hourly rates for other Baker Donelson legal professionals will be based on their current hourly rates, which range from \$300 to \$600 per hour for shareholders of the firm; \$200 to \$300 for associates available to work on your matter (with your consent), and \$100 to \$195 for paralegals. The firm's rates are periodically adjusted and both my rates and the rates of any other attorneys working on your matter may be raised based on market considerations and/or increased seniority or specialization of the lawyers involved. You will be billed for reasonable expenses incurred in connection with this representation, such as photocopy expenses, long distance phone calls, special postage and FedEx delivery charges, travel, and the use of other service providers such as printers or experts, if needed. Disbursements include any special search charges (outside our flat rate services) from legal research databases such as Westlaw, as well.

M_. [Client representative]

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If we are called upon to issue any written opinion, comfort or other similar letters, it is Baker Donelson's practice to charge a premium in addition to billings at hourly rates. Of course, any premium billings will be discussed with you in advance. Attached to this letter is a summary of the terms of engagement that will apply to our representation. Please review these and let me know if you have any questions concerning our policies.

Our engagement will be terminable at will by either party, subject to payment of all fees for services performed and costs advanced through the date of termination.

If the terms described above and in the attached summary are satisfactory, please sign the enclosed copy of this letter and return it to me. If there are additional forms, amendments, or additional information required to complete this engagement, please let me know and we will provide them as soon as possible.

I am very glad to have had the opportunity to have been of service to you in connection with this matter through FEMA Law Associates, and look forward to continuing and perhaps even improving upon a mutually satisfactory relationship through Baker Donelson.

Very truly yours,

Ernest B. Abbott

Enclosure

AGREED AND ACCEPTED:

Signature

Name: _____

Title: _____

Dated: _____