



SHEPARD, SMITH, KOHLMYER & HAND, P.A.  
ATTORNEYS & COUNSELORS AT LAW  
SHEPARDFIRM.COM

August 19, 2022

**VIA E-MAIL:** [ibethea@ocalafl.org](mailto:ibethea@ocalafl.org)

Ire J. Bethea, Sr.  
Council President  
City of Ocala, Florida  
110 SE Watula Avenue  
Ocala, FL 34471

Dear Mr. Bethea:

This letter, explaining our firm's fees, expenses, billing policies and payment terms, is prepared regarding our agreement to represent the Client, **City of Ocala**, as legal counsel in the following matter:

***City of Ocala – Land Use, Transactional, and other matters as needed***

This document has been issued on the above-referenced date and is null and void if not returned to SHEPARD, SMITH, KOHLMYER & HAND, P.A., within forty-five (45) days. Likewise, this document is null and void without the acceptance signature of an attorney of SHEPARD, SMITH, KOHLMYER & HAND, P.A. This engagement letter shall govern all additional matters brought to this firm, unless otherwise specified in a separate engagement letter.

**Legal Fees**

The firm will charge an hourly rate of \$325.00 for all board-certified shareholders, \$250 for all board-certified associates, \$200 for all non-board-certified attorneys, and \$85.00 for paralegals. Rate changes may occur in the future after written notice to the client.

**Authority to Represent**

The law firm is authorized to investigate and prepare the matters for which it has been retained. Neither the law firm nor the client will settle any matter(s) with any party without the full knowledge and consent of the other.

**No Guaranty**

The law firm does not and cannot guarantee a successful result. The attorneys' fees incurred by the client shall be due and owing regardless of the outcome of the matter(s) for which the law firm is retained.

CLIENT INITIALS \_\_\_\_\_

### Termination or Withdrawal

If the law firm is discharged by the client or withdraws for any reason before conclusion of the matter(s), the law firm shall be entitled to immediate reimbursement of all costs advanced and all attorney fees incurred for work performed until such termination.

### Retainer

No retainer is required.

### Costs and Disbursements

The client is responsible for all costs associated with the investigation and prosecution of all matters referred to the firm, regardless of whether any recovery is made. Costs include but are not limited to court costs, filing fees, taxes, recording fees, overnight mail charges, deposition or investigation costs. Invoices for such items will either be sent directly to the client for payment or will be billed to the client by the firm. The client agrees to pay all such costs.

While this firm does not bill for routine office expenses such as photocopies, postage, or delivery charges, it reserves the right to do so if, in its judgment, these expenses exceed the firm's reasonable expectations.

### Billing

Bills for services provided and costs incurred by the firm are rendered to clients monthly. Bills are due in full upon receipt and considered delinquent thirty (30) days from the date of the billing. In the event payment of any statement is not made within thirty (30) days of the billing date, the law firm may elect any or all the following options:

1. To withdraw from any pending court matter in which an appearance has been filed on the client's behalf, upon due motion and notice of hearing;
2. To declare the entire amount due, with interest at the rate of eighteen percent (18%) per annum from the date of the statement;
3. To file suit on the amount due;
4. To retain all client property in its possession until payment is made;
5. To pursue any other remedy allowed by law.

CLIENT INITIALS \_\_\_\_\_

Late Payment Charge

A late payment charge of \$25.00 is added to all balances not paid in full within fifteen (15) days of the bill date unless alternative payment terms are arranged in advance.

Attorneys' Fees

If the law firm is forced to collect the client's account, the client agrees to pay the law firm's reasonable attorneys' fees, including attorneys' fees on appeal, for such collection.

Questions about Billing

Clients are strongly encouraged to timely discuss any questions they have about statements rendered to them with the member of the firm familiar with the account.

We look forward to building a longstanding and rewarding professional relationship with you. If the above outlined terms are acceptable, please sign where indicated below and return this letter. In the meantime, should you have any questions, please don't hesitate to contact us.

CITY OF OCALA

SHEPARD, SMITH, KOHLMYER  
& HAND, P.A.

By: \_\_\_\_\_  
Ire J. Bethea, Sr., Council President

By: \_\_\_\_\_  
Clifford B. Shepard

Date: \_\_\_\_\_

Date: \_\_\_\_\_