



**SHEPARD, SMITH & CASSADY, P.A.**

ATTORNEYS & COUNSELORS AT LAW

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Fax (407)622-1884

November 5, 2008

Mr. Michael Quinn  
City Manager  
City of Mount Dora  
510 Baker Street  
Mount Dora, FL 32757



Dear Mr. Quinn:

This letter, explaining our firm's fees, expenses, billing policies and payment terms, is prepared regarding our agreement to represent your association as legal counsel in the following matters: any and all matters pertaining to the City of Mount Dora.

This document has been issued on the above-referenced date and is null and void if not returned to Shepard, Smith & Cassady, P.A., within fifteen (15) days. Likewise, this document is null and void without the acceptance signature of an attorney of Shepard, Smith & Cassady, P.A. This engagement letter shall govern any and all additional matters brought to this firm, unless otherwise specified in a separate engagement letter.

Legal Fees

Per our proposal the firm will charge a monthly retainer of \$3,000.00, to include up to 20 attorney hours per month. Hours in excess of 20 per month would be billed at \$190.00 per hour for senior attorneys, \$150.00 per hour for junior attorneys and \$70 per hour for paralegals. Rate changes may occur in the future after notice.

Authority to Represent

The law firm is authorized to investigate and prepare the matter 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.

### 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.

### Costs and Disbursements

The client is responsible for all costs associated with the investigation and prosecution of the matter, 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 and long distance phone charges. 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 all other 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.

### Remedies for Non-Payment

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 of 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.

Late Payment Charge

A late payment charge of \$25 is added to all balances not paid in full within thirty (30) 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.

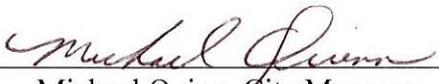
Questions about Billing

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. **Clients must contact the law firm within fifteen (15) days of the billing date with any questions or adjustment requests. Failure to do so will be deemed acknowledgment by the client that the bill is both accurate and fair.**

We look forward to what we hope will develop into a long and rewarding professional relationship with you. If the above outlined terms are acceptable, please sign where indicated below and return this letter with your initial retainer. In the meantime, should you have any questions, please don't hesitate to contact us.

**CITY OF MOUNT DORA, FLORIDA**

**SHEPARD, SMITH & CASSADY, P.A.**

By:   
Michael Quinn, City Manager

By:   
D. Andrew Smith, III

Date: 11/10/08

Date: 11/5/08