



AGENDA
COMMUNITY REDEVELOPMENT AGENCY
SPECIAL SESSION MEETING
TOWN HALL (COUNCIL CHAMBERS)

July 6, 2022

5:30 p.m.

I. CALL TO ORDER AND VERIFICATION OF QUORUM
II. INVOCATION & PLEDGE OF ALLEGIANCE
III. CRA BOARD DECISIONS

1. To Hire an interim for Legal Counsel Services of Greg Jackson for TOECRA
2. To Hire an interim Executive Director immediately
3. Status of procedures checkbook signatures (Resolution 2022-28)

IV. CRA DISCUSSION ITEMS

- Status on Resolution 2022-15
- Provide list of Payments made payable to Former Executive Director Michael Johnson from termination date April 19, 2022, to Present. (All documentation and copies to be provided to board members with signatures and approval official)
- Status and review just recent \$1 million TOECRA Grant
- Termination of the Executive Director Michael Johnson Employment Agreement
- Demand return of any funds not applicable to termination of former Executive Director Michael Johnson

V. ADJOURNMENT

Any person wishing to appeal any decision made by the Community Redevelopment Agency with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding(s) is made which record included the testimony and evidence upon which the appeal is made. The above notice is required by State Law (F.S. 189.417). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense to arrange for the presence of a certified court reporter at the hearing. For further information regarding the Community Redevelopment Agency, call (407)623-8900. The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

RESOLUTION CRA-R-2022-_____

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS TO RETAIN GREGORY JACKSON, ESQ., AS THE INTERIM TOECRA GENERAL COUNSEL WITH TERMS OF COMPENSATION AND EFFECTIVE DATE.

RECITALS

WHEREAS, by the enactment of an Orange County Ordinance #97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a community redevelopment trust fund for the community redevelopment area as provided by section 163.387, Florida Statutes;

WHEREAS the Town Council initially adopted a community redevelopment plan on October 25, 1997, pursuant to a resolution of Town Council (the "Plan"); and

WHEREAS the members of the governing body and one (1) additional member appointed by the respective taxing authorities serve as Directors of the Agency; and

WHEREAS such members of the governing body constitute the head of a legal entity, separate, distinct and independent from the governing board of the county and municipality; and

WHEREAS, the TOECRA desires to retain the services of Gregory Jackson, Esq., on a limited basis as the interim General Counsel of the Agency to fill any vacancies until such time that a permanent General Counsel is retained by the Agency.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVLOPMENT AGENCY OF EATONVILLE, FLORIDA:

SECTION ONE: RETENTION OF INTERIM GENERAL COUNSEL. The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby, effectively and immediately, upon the passing of this Resolution retain Gregory Jackson, Esq., as interim General Counsel of the TOECRA, until such time that a permanent General Counsel is retained by the Agency.

SECTION TWO: TERMS. The Board of Directors of the Town of Eatonville Community Redevelopment Agency agrees to pay Gregory Jackson, Esq., a rate of \$250.00 per hour for services rendered. Payments for services shall be remitted no later than ten (10) days from the submission of an Invoice by Gregory Jackson, Esq. The relationship between TOECRA and Gregory Jackson, Esq., may be terminated at any time by the Agency or Gregory Jackson, Esq., with thirty (30) days' notice.

SECTION THREE: CONFLICTS. All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION FOUR: SEVERALBILITY. If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of APRIL 2022.

TOECRA Chairperson, ANGIE GARDNER

ATTEST:

CATHY WILLIAMS, Town Clerk



**Town of Eatonville, Florida
COMMUNITY REDEVELOPMENT
AGENCY**

MAY 17, 2022

Item

Community Redevelopment Action

		Department: CRA- Director Wanda Randolph
I. CRA DISCUSSION	<input checked="" type="checkbox"/>	
II. CONSENT AGENDA	<input type="checkbox"/>	Exhibits: Legal Agreement
III. NEW BUSINESS	<input type="checkbox"/>	
V. ADMINISTRATIVE	<input type="checkbox"/>	

REQUEST Discussion of Legal Agreement for General Counsel of Gregory Jackson.

SUMMARY: Scope of Engagement: To: (i) assist and advise the TOECRA as to matters related to the operation of the Agency; (ii) provide guidance as to the litigation and negotiation activities of the TOECRA, which includes, directing outside counsel whose services may be required from time to time; (iii) conduct and/or coordinate special investigations related to TOECRA functioning and activities at the request of the TOECRA; (iv) assist the TOECRA in community redevelopment efforts of the TOECRA, which may include the review, drafting and negotiation of agreements presented to or by the TOECRA; and (v) attend the TOECRA meetings (i.e., regular, special, emergency, etc.). The TOECRA may request Gregory A. Jackson, Esq. to negotiate directly with other businesses and/or governmental entities (i.e., Orange County, OCPS, etc.) on community redevelopment issues. If direct negotiations with a governmental agency, or any client, that Jackson has previously represented becomes necessary, the TOECRA understands that Jackson will be required to seek and obtain a conflict waiver to represent the TOECRA in the negotiation. Similarly, if the TOECRA requires litigation to ensue against an individual, a business or governmental entity that the Jackson has previously represented, the TOECRA understands that a conflict waiver will be sought and obtained in that regard as well to represent the TOECRA and that Jackson will direct any litigation to the appropriate law firm. Jackson will assist the TOECRA with obtaining counsel for the limited purpose of representing the TOECRA for the subject negotiation or litigation.

RECOMMENDATION: Discussion of Legal Counsel Contract of Gregory Jackson.

Town of Eatonville Community Redevelopment Agency
Agreement for Service - General Counsel

Commencing _____, 2022, Gregory A. Jackson, Esq. ("Jackson"), agrees to provide services to the Town of Eatonville Community Redevelopment Agency ("TOECRA" or "Client") as Interim General Counsel based on the following terms and conditions:

1. **Scope of Engagement:** To: (i) assist and advise the TOECRA as to matters related to the operation of the Agency; (ii) provide guidance as to the litigation and negotiation activities of the TOECRA, which includes, directing outside counsel whose services may be required from time to time; (iii) conduct and/or coordinate special investigations related to TOECRA functioning and activities at the request of the TOECRA; (iv) assist the TOECRA in community redevelopment efforts of the TOECRA, which may include the review, drafting and negotiation of agreements presented to or by the TOECRA; and (v) attend the TOECRA meetings (i.e., regular, special, emergency, etc.). The TOECRA may request Gregory A. Jackson, Esq. to negotiate directly with other businesses and/or governmental entities (i.e., Orange County, OCPS, etc.) on community redevelopment issues. If direct negotiations with a governmental agency, or any client, that Jackson has previously represented becomes necessary, the TOECRA understands that Jackson will be required to seek and obtain a conflict waiver to represent the TOECRA in the negotiation. Similarly, if the TOECRA requires litigation to ensue against an individual, a business or governmental entity that the Jackson has previously represented, the TOECRA understands that a conflict waiver will be sought and obtained in that regard as well to represent the TOECRA and that Jackson will direct any litigation to the appropriate law firm. Jackson will assist the TOECRA with obtaining counsel for the limited purpose of representing the TOECRA for the subject negotiation or litigation.

The TOECRA has not retained Gregory A. Jackson, Esq., to provide advice or represent the TOECRA in the areas of municipal claims for personal injury or other damages, tax, securities, corporate or other specialized areas of law unrelated to the specific representation which has been undertaken. Moreover, Gregory A. Jackson, Esq. does not assume the responsibility or obligation to provide any such other advice unless specifically contracted for in writing. Jackson will assist the TOECRA with obtaining attorneys in specialized areas of the law, if requested to do so. If the TOECRA does not make such arrangements with Gregory A. Jackson, Esq., however, it will be understood that the TOECRA has independently obtained such advice or does not consider it necessary or relevant to the representation which Jackson has undertaken.

2. **Staffing:** Primary responsibility for this engagement will be assumed by Gregory A. Jackson, Esq. Additional staffing needs will depend primarily on the judgment of Gregory A. Jackson, Esq., as to the experience and expertise required to properly discharge his professional responsibilities.
3. **Fees:** Gregory A. Jackson, Esq., shall receive a monthly retainer in the amount of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS and 00/100 (\$1,250.00), which equals five hour of services at a rate of \$250.00 per hour, to attend monthly TOECRA meetings, be available to respond to all inquiries of the TOECRA Executive Director, Chair, Vice

Chair, Board, as well as to be available to respond to questions posed by staff members regarding TOECRA matters. In the event Gregory A. Jackson, Esq., is required to perform tasks that will result in more than the equivalent of five (5) cumulative hours of billable tasks for the subject month, TOECRA shall be billed an hourly charge for such services. In charging for said services, Gregory A. Jackson, Esq. will consider all relevant factors. These include the time and labor required, the novelty and difficulty of the issues, the skill required to properly perform the services, any time limitations imposed under the circumstances, the amount involved and the results obtained. The time required to perform services is recorded and internal hourly rates are applied to the recorded time in the billing process. Current rates for professionals with 20 years or more of experience range from \$300.00 to over \$750.00 per hour depending upon the skill and experience level of the person performing the services. These rates are subject to periodic adjustment. The hourly rate for Gregory A. Jackson, Esq. in light of other professionals with comparable experience is \$550.00 per hour, however, Jackson agrees to reduce his hourly rate to \$250.00. In the event that Jackson is requested to represent the TOECRA as an attorney in a legal matter, a separate agreement outlining TOECRA's Client's Rights and the nature of said legal representation shall be executed and the fee adjusted accordingly to \$550.00 per hour.

4. Costs: Expenses (such as travel, lodging, meals, telephone, tolls, etc.) will be pre-approved and separately itemized on billing statements to the TOECRA. Certain costs may be forwarded to Client for payment directly to the vendor, such as court reporting fees to attend meetings when deemed necessary by Jackson. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Jackson.
5. Submission and Payment of Statements: Gregory A. Jackson, Esq., will submit statements for services rendered and costs advanced. Statements are to be paid in full within 30 days of submission. In the event that any statement is not paid in full within 30 days of receipt by the Client, a five percent (5%) surcharge will be assessed to the subject statement amount and Jackson shall have the option to withdraw from this Service Agreement and the TOECRA hereby consents to withdrawal under those circumstances. Furthermore, a failure to question or object to any charge within 10 days of receipt of the subject statement will constitute the TOECRA's agreement to the statement as presented.
6. Retainer: If legal services of an outside law firm is required and a retainer is requested to undertake the representation of the TOECRA as a new or returning client, the TOECRA at the time of such agreement or upon request will remit the retainer accordingly.
7. Client: Gregory A. Jackson, Esq., has been engaged to represent the TOECRA as an Agency and expressly does not undertake the representation of its officers, directors, board, staff and/or employees, or any parent, subsidiary and/or related corporation or business entities.
8. Term: The term of this Agreement shall be for an initial period of six (6) months and shall be automatically renewed for an additional term of one (1) year at the end of the initial

period (“Renewal Period), for a total of four additional Renewal Periods, unless the TERMINATION provision found in Paragraph 9 of this Agreement is exercised.

9. Termination: This Agreement may be terminated at any time by either party upon sixty (60) days’ written notice to the Agency’s Board of Directors, unless the parties otherwise agree in writing, to the following, respectively:

Gregory A. Jackson, Esq.
299 Lorraine Drive, Ste. 1001
Altamonte Springs, FL 32714

Town of Eatonville CRA
c/o Executive Director or Chairperson
307 East Kennedy Blvd.
Eatonville, FL 32751

10. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any, made by and between the parties. Any provisions not covered by this Agreement may be resolved through the applicable provisions of the Town of Eatonville Bylaws and Community Redevelopment Agency Comprehensive Policies and Procedures Manual.
11. This Agreement may only be amended by a written document signed by the Agency and Jackson and making specific reference to this Agreement.
12. No provision of this Agreement shall be affected by the invalidity of any other provision of this Agreement.
13. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties.
14. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Any

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SECTION FIVE: EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this day of JULY 2022.

TOECRA Chairperson, ANGIE GARDNER

ATTEST:

VERONICA KING, Interim Town Clerk