

**RESOLUTION #2022-33**

**A RESOLUTION OF THE TOWN OF EATONVILLE TOWN COUNCIL, HIRING LEGAL COUNSEL FOR THE TOWN OF EATONVILLE, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the Town Charter, Town Council must appoint a Town Attorney serving as chief legal advisor. The Town Attorney shall be appointed by a simple majority vote of the Town Council.

**WHEREAS**, the Town Attorney is bound by the Town Charter Section 3.03.; as a member in good standing of the Florida Bar; shall give legal counsel to the Council, the Mayor, and all town departments, offices, and agencies; and shall represent the Town in legal proceedings; and perform such other duties as are assigned by the Charter or the Town Council.

**WHEREAS**, Clifford Shepard is board certified in City, County, and local government law; in good standing of the Florida Bar; serving as Interim Attorney to the Town of Eatonville Community Redevelopment Agency (TOECRA).

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, THE FOLLOWING:**

**SECTION ONE:** At a duly held meeting of the Town Council, it has been resolved that the Town Council has decided to hire Clifford Shepard as Town Attorney serving as chief legal advisor to the Town of Eatonville.

**SECTION TWO: CONFLICTS:** All Resolutions or parts of Resolutions in conflict with any other Resolution or any of the provisions of the Resolution is hereby repealed.

**SECTION THREE: SEVERABILITY:** 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 FOUR: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of July 2022.

  
Angie Gardner, Mayor

**ATTEST:**

  
Veronica King, Interim Town Clerk

## **Clifford B. Shepard**

Clifford B. Shepard obtained his undergraduate degree in journalism (News Writing and Editing) and graduated law school from the University of Florida, where he was a member of the Trial Competition Team, Managing Editor of The Verdict student newspaper, and a member of the law school's student government. He moved to Orlando in 1985 and began law practice.

Cliff practices in the areas of local government law, complex commercial litigation, real estate development, insurance defense and construction law, as well as homeowner and condominium association representation, an area he developed after serving as association president to a 2400 home development in Seminole County. In 1995, Cliff attained the AV rating from Martindale-Hubbell, and is listed in the Bar Register of Preeminent Lawyers®. Cliff practices and mediates extensively in the areas of government law, employment, defense, real estate, construction law, complex commercial litigation, and community association law. He is Board Certified by The Florida Bar in City, County and Local Government Law.

Cliff serves as the City Attorney for the City of Maitland, Town Attorney for the Town of Ponce Inlet and land use counsel to the cities of Apopka, and Satellite Beach. He is also special counsel to St. John's County, New Smyrna Beach, Jacksonville Beach, Neptune Beach, the Flagler County Sheriff's Office, the Citrus County Hospital Board and General Counsel for the Orange County Charter Review Commission, the Florida Redevelopment Association and multiple CRAs around the state. Additionally, Cliff is a certified Circuit Court and Appellate mediator and an approved agent for Attorneys' Title Fund.

In 2019 Cliff was named 'Executive of the Year' by the Volusia League of Cities' for his successful defense of a complex series of land use cases against the Town of Ponce Inlet that relieved the Town from a judgment of more than \$30 million dollars.

Cliff has been named to The Best Lawyers in America® and Orlando's Best Lawyers in Administrative & Regulatory Law (2018-present). Recognition by Best Lawyers is based entirely on peer review. Likewise, Cliff has been honored by Florida Trend Magazine as one of Florida's Legal Elite (2005-2009, 2011-2013, 2016, 2019-present) in the areas of Governmental and Administrative Law and Commercial Litigation. Each year the magazine names a new group of top lawyers who have earned the confidence of those who know their work the best. Attorneys and judges throughout Florida were asked to name lawyers whom they hold in the highest regard – lawyers they have worked with or would recommend to others. The Legal Elite represent the top 1.2% of the more than 90,000 Florida Bar active members who practice in the state. Cliff was also named a "Florida Super Lawyers"® (2005-present) by Law & Politics Magazine. "Florida Super Lawyers"® is a consumer's guide to the best attorneys in the state.

Cliff is a member in good standing of the Florida (1985), Tennessee (2006) and District of Columbia (1988) Bar Associations, is a current member of the City, County and Local Government Law Section of the Florida Bar and the Florida Municipal Attorneys' Association. While he has served as an active member of several professional organizations, of note is his service as:

- Past President of the Mid-Florida Chapter of the Community Associations Institute, a national clearinghouse for information on community associations issues;
- Past-chair and current member of the editorial board of the Florida Bar Journal and News, the two major professional publications for The Florida Bar;
- Past member of the Florida Bar Judicial Selection, Administration and Tenure Committee.

Cliff is a frequent speaker at continuing education seminars and has been a presenter on issues involving charter review, special districts, local government law, CRAs, construction, defense, real estate, and association law and has written several articles within these areas. In 2015 he was hand-selected by the Florida League of Cities to give the inaugural and statutorily mandated 'Ethics for Municipal Officials' course that is available on the League's [YouTube Channel](#).

Community service has also been a staple of Cliff's personal and professional life. Cliff has served on the Board of Directors for The Christ School, a private K-8 school located in downtown Orlando. He has served as a member of the Land Planning Agency for the City of Oviedo and as a member of the Board of Directors of Big Brothers/Big Sisters of Central Florida. He has also served as the Chairman of the Board for Kids Beating Cancer, Inc., a multiple award-winning local charity that assists families touched by childhood cancer through the recruitment, DNA testing and matching of potential bone marrow donors to patients whose best hope for a cure is a bone marrow transplant. Cliff also serves as a court appointed guardian-ad-litem to children who have been abused, abandoned, or neglected by their parents.

He is married to wife Mary, and has three adult children – Tyler, Morgan, and Spencer.





# TOWN OF EATONVILLE

*"THE OLDEST BLACK INCORPORATED MUNICIPALITY IN AMERICA"*

Office of the Mayor

June 2, 2022

Shepard, Smith, Kohlmyer & Hand, P.A.  
Attorneys and Counselors at Law  
2300 Maitland Center Parkway, Ste. 100  
Maitland, FL 32751



Dear Attorney Shepard,

Please find the attached contract. This contract is being entered for "Interim" Attorney services based on the status of our Town of Eatonville Community Redevelopment Agency (TOECRA) and the status of our Town in general.

Please review the document, make updates as it pertains to the hiring provisions and forward to me at your earliest convenience.

For questions and any other concerns, please call me at 407.921.1797.

Best Regards,

Angie Gardner, Mayor



SHEPARD, SMITH, KOHLMYER & HAND, P.A.  
ATTORNEYS & COUNSELORS AT LAW  
SHEPARDFIRM.COM  
5/11/2022

**VIA E-MAIL:**

Angie Gardner  
Town of Eatonville, FL  
agardner@townofeatonville.org

Dear Ms. Gardner:

This letter, explaining our firm's fees, expenses, billing policies and payment terms, is prepared regarding our agreement to represent the Clients, **Town of Eatonville**, as legal counsel in the following matter: *Community Redevelopment Agency*

*Re: Town of Eatonville CRA*

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 fifteen (15) 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 \$225.00 for all 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 clients 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 clients shall be due and owing regardless of the outcome of the matter(s) for which the law firm is retained.

CLIENT INITIALS

*Ag*

toll free 866.247.3008 office 407.622.1772 fax 407.622.1884

2300 MAITLAND CENTER PKWY. STE. 100 - MAITLAND, FL 32751



Termination or Withdrawal

*This is a 6 month interim contract*

If the law firm is discharged by the clients 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 at this time.

Costs and Disbursements

The clients are 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.

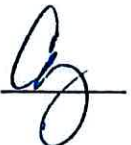
While this firm does not bill for routine office expenses such as photocopies, postage, or delivery charges, it reserves the right to do so if, in its judgment, these expenses exceed the firm's reasonable expectations.

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 fifteen (15) days from the date of the billing. In the event payment of any statement is not made within fifteen (15) 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 clients' 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



### Handling of Retainer Funds

Clients with retainer funds on account must contact the law firm within fifteen (15) days of the billing date with any questions or adjustment requests. Failure to contact the firm within the fifteen (15) day period will be deemed acknowledgment of the bill's accuracy and any retainer funds will, to the extent sufficient, be applied to the outstanding balance. If the retainer funds on account are insufficient to cover the outstanding balance, the client is expected to pay any remaining balance in full before the next billing.

### 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 clients' account, the clients agree to pay the law firm's reasonable attorneys' fees, including attorneys' fees on appeal, for such collection.

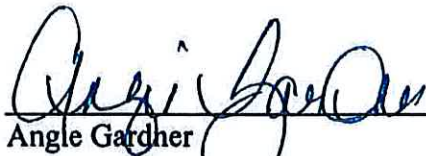
### Questions about Billing

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.

TOWN OF EATONVILLE

By:


  
Angie Gardner

Date:

6-2-22

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

By:

  
For Clifford B. Shepard, Esq.

Date:

7/1/2022

\* Per the emergency hiring provisions and current status of our Town's affairs. Ag