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Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
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2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
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(813) 281-0129 Fax

PLANTATION  
8201 Peters Road  
Suite 1000  
Plantation, Florida 33324  
(954) 315-0268 Tel

February 19, 2025

Via Electronic Mail

Denise C. May  
Nassau County Attorney  
96135 Nassau Place  
Yulee, Florida 32097

**Re: Proposal for legal services for the annual SAISSA beach renourishment capital and maintenance assessment programs**

Dear Denise:

Enclosed please find this firm's proposal for special assessment legal services for the annual South Amelia Island Shore Stabilization Municipal Services Benefit Unit Beach Renourishment Capital and Maintenance Assessments ("SAISSA Assessments") for Fiscal Year 2025-26.

In recognition of our longstanding relationship with SAISSA and Nassau County, and our institutional knowledge regarding the set-up and ongoing maintenance of these assessment programs, Nabors, Giblin & Nickerson, P.A. ("NG&N") will provide the legal services referenced above. Enclosed as Appendix A, you will find our scope of services, proposed lump sum fee of \$3,000.00 for the annual maintenance assessment and \$3,000.00 for the annual capital assessment, and a payment schedule to assist in the ongoing updating and implementation of the SAISSA Assessments for Fiscal Year 2025-26.

In addition to the legal work needed to implement the SAISSA Assessments, we will also keep SAISSA and the County informed of any modifications that may be advisable or necessary due to judicial decisions or legislative action.

Please review the attached scope of services. The execution of this letter agreement indicates acceptance of this proposal and notice to proceed. Upon execution of this agreement, please provide me with one signed copy for our file to serve as a Notice to Proceed. Upon receipt of Notice to Proceed, we will provide the County with the signed Anti-Human Trafficking

Denise C. May  
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Affidavit, a detailed critical events calendar and a schedule for project deliverables tailored to the specific circumstances that are unique to this project.

We have enjoyed our past relationship with the County and SAISSA look forward to working together again on this project. Please feel free to call me with any questions or concerns you may have.

Very truly yours,



Heather J. Encinosa

HJE:kem

Attachment

cc: Abigail F. Jorandby, Deputy County Attorney (w/att.)

**Accepted and Agreed To:**

**Date:**

By: Denise C. May  
Title: COUNTY ATTORNEY

2-21-25

**ANNUAL ASSESSMENT PROGRAMS  
FOR THE SOUTH AMELIA ISLAND SHORE STABILIZATION  
MUNICIPAL SERVICE BENEFIT UNIT BEACH RENOURISHMENT  
CAPITAL AND MAINTENANCE ASSESSMENTS**

**Scope of Services**

- 1) Advise SAISSA and the County on the legal requirements for imposing an annual special assessment for beach renourishment capital and maintenance, including special benefit, fair apportionment, and procedures.
- 2) Advise SAISSA and the County on any judicial decisions or legislative actions that may affect or require modifications to the County's beach renourishment assessment programs.
- 3) Draft the preliminary and annual rate resolutions for both the annual capital and maintenance assessment programs that conform to the Master Capital Projects and Related Services Assessment Ordinance, already adopted.
- 4) Assist with the legal requirements for the adoption of the preliminary and annual rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

**Fees and Costs**

For legal services provided by Nabors, Giblin & Nickerson (NG&N), SAISSA will be billed a lump sum fee of \$3,000.00 for the annual maintenance assessment and \$3,000.00 for the annual capital assessment. The fees will be due and payable in two equal payments as follows:

<u>Payment</u>	<u>Schedule</u>
50% of lump sum fee	June 2025
50% of lump sum fee	August 2025

In addition to such lump sum legal fees, NG&N will expect to be reimbursed for actual costs incurred on long-distance telephone charges, travel expenses and overnight delivery charges. All travel expenses will be reimbursed in accordance with section 112.061, Florida Statutes. Photocopies will be billed at 25¢ per page.

Work will be completed in accordance with the County's proposed budget calendar and public hearing schedule. The annual rate resolutions must be adopted no later than September 15, 2025.

Any meetings may be arranged at our standard hourly rates of \$325 per hour for Shareholders; \$275 per hour for Associates; and, \$90 per hour for Legal Clerks/Assistants. Expenses related to additional meetings will be billed in conformance with section 112.061, Florida Statutes. In lieu of on-site visits, we are available to participate in telephone conferences to discuss project status, assessment issues, and procedural concerns.

The statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that NG&N has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that NG&N is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to NG&N.

**IF NG&N HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [records@nassaucounty.fl.com](mailto:records@nassaucounty.fl.com)**

NG&N will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if NG&N does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of NG&N or keep and maintain public records required by the County to perform the service. If NG&N transfers all public records to the County upon completion of the Agreement, NG&N shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NG&N keeps and maintains public records upon completion of the Agreement, NG&N shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of NG&N to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

#### **ANTI-HUMAN TRAFFICKING**

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of NG&N must attest under the penalty of perjury that NG&N does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth below.



**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I Heather Encinosa (insert name) as Shareholder  
(insert title) on behalf of Nabors, Giblin & Nickerson, PA under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Nabors, Giblin & Nickerson, PA does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Nabors, Giblin & Nickerson, PA does not participate in any of the following actions:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

*HEE*

Printed Name: Heather Encinosa  
Title: Shareholder  
Nabors, Giblin & Nickerson, PA  
Date: 2/18/25

STATE OF Florida  
COUNTY OF Leon

SWORN TO AND SUBSCRIBED before me  in person or  remote  
notarization by Heather Encinosa as Shareholder on  
behalf of Nabors, Giblin + Nickerson, PA, who is personally  
known to me or who produced \_\_\_\_\_ as identification  
this 18<sup>th</sup> day of February, 2025.

*Paula Dorn*

Notary Public

(Notary Seal)

