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November 15, 2024

**Via Electronic Mail**

Janette S. Knowlton  
Charlotte County Attorney  
Office of the County Attorney  
18500 Murdock Circle  
Port Charlotte, Florida 33948

**Re: Manasota Key and Don Pedro Island Beach Renourishment Capital Assessment Programs**

Dear Janette:

This correspondence is intended to provide a proposal and a scope of services from Nabors, Giblin & Nickerson, P.A. ("NG&N"), to provide continued professional services and specialized assistance to Charlotte County (the "County") and its staff with a new capital assessment program to fund the Manasota Key and Don Pedro Island Beach Renourishment projects (the "Projects").

The objective of these projects is to develop a non-ad valorem assessment program based on public policy set forth by the County's elected officials in accordance with the existing apportionment methodology utilized for the County's ongoing beach renourishment assessment programs. To accomplish this objective, we will accomplish the following tasks:

- Although it is assumed that the County will utilize its already adopted apportionment methodology, we will advise the County in any modifications needed to the existing methodology to address any desired updates or issues that may have arisen since implementation;
- Provide the implementation resolutions for the imposition, which meet all case law and statutory requirements; and
- Assist with the legal requirements for the adoption of the final assessment resolutions and certification of the assessment rolls in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice, and (b) publication of the public hearing.

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NG&N will work under a lump sum professional fee arrangement as described in the attached scope of services and will expect payment on a periodic basis pursuant to the schedules in the appendix. The appendix also provides a list of project deliverables, delivery schedule and payment schedule. Upon receiving notice to proceed, we will work under an agreed upon critical events schedule.

Upon review and satisfactory determination, please execute this correspondence by signing below to indicate acceptance of the attached proposal and to serve as proper Notice to Proceed. Upon execution, please provide our office with a signed copy for our files. Upon receipt of Notice to Proceed, we will provide the County with a detailed critical events calendar and a schedule for project deliverables tailored to the specific circumstances that are unique to this project.

We look forward to working with Charlotte County on this very important project. If you or any other County officials have any questions, please feel free to contact me.

Very truly yours,



Heather J. Encinosa

HJE/kem

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
Charlotte County

\_\_\_\_\_  
Date

Janette S. Knowlton, County Attorney  
LR24-0966

**Attest:**

**Roger D. Eaton, Clerk of the  
Circuit Court and Ex-officio  
Clerk of the Board of County  
Commissioners**

By: \_\_\_\_\_ Deputy Clerk

# Appendix A

ASSESSMENT PROPOSAL

# Scope of Services

- Task 1: Resolution of Intent.** Draft a resolution of intent and provide advice on publication and adoption requirements to preserve the County's ability to utilize the tax bill collection method provided in Section 197.3632, Florida Statutes.
- Task 2: Review and Analysis.** Review the County's reports and other relevant background information on the planned project, its budget, and schedule.
- Task 3: Assist in Any Modifications to Apportionment Methodology.** Advise County staff on any modifications needed to the existing methodology to address desired updates or issues that may have arisen since implementation. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
- Task 4: Assist with Development of Report.** NG&N will review the County's rate study to fund beach renourishment improvements for legal sufficiency prior to their implementation.
- Task 5: Draft Initial Assessment Resolution.** Draft an initial assessment resolution for each project that conforms to the assessment ordinance and that implements the County's policy decisions and proposed methodology and to provide for notice and collection on the tax bill.
- Task 6: Draft Final Assessment Resolution.** Draft a final assessment resolution for each project that conforms to the assessment ordinance and adopts final assessment rates and the final assessment roll.
- Task 7: Assist with Rate Adoption Process.** Advise and assist with fulfilling the legal requirements for the adoption of the final assessment resolution including: (a) the development of the first class notice and its distribution, and (b) publication of the public hearing.

## FEES AND COSTS

For the professional services and specialized legal assistance described in this Scope of Services, NG&N will work under a lump sum fee arrangement of \$18,000 for professional services rendered by NG&N. The following NG&N attorneys will provide these services:

Heather J. Encinosa, Partner  
Evan J. Rosenthal, Partner  
Kirsten H. Mood, Associate

The lump sum fee for professional services includes one (1) on-site visit to the County by NG&N staff. However, additional meetings requested by the County may be arranged at our standard hourly rates:

Partners and "Of Counsel"	\$300
Associates	\$225
Paralegals and Law Clerks	\$90

Expenses related to additional meetings and other actual costs will be billed in accordance with Section 112.061, Florida Statute.

### **PAYMENT SCHEDULE**

The lump sum fee for professional services and specialized legal assistance will be due and payable in installments on the following basis. Payment will be based on the following schedule, assuming that notice to proceed is received by January 15, 2025. If notice to proceed occurs after this date, payment will be adjusted based upon the anticipated number of months remaining to complete the project.

Schedule	Payment
January 2025	25% of lump sum fee
March 2025	25% of lump sum fee
May 2025	25% of lump sum fee
July 2025	25% of lump sum fee

### **DELIVERABLE SCHEDULE**

We will prepare and adhere to the Critical Events Schedule approved by the County.

### **PUBLIC RECORDS**

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 \_\_\_\_\_.**

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) 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 \_\_\_\_\_ (insert name) as \_\_\_\_\_  
(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.

\_\_\_\_\_  
Printed Name:  
Title:  
Nabors, Giblin & Nickerson, PA  
Date:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me \_\_\_\_\_ in person or \_\_\_\_\_ remote  
notarization by \_\_\_\_\_ as \_\_\_\_\_ on  
behalf of \_\_\_\_\_, who is personally  
known to me or who produced \_\_\_\_\_ as identification  
this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Notary Seal)