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January 27, 2026

Via Electronic Mail

David Kraus
Columbia County Manager
Post Office Box 1529
Lake City, Florida 32056-1529

Re: Proposal for legal services on the County's annual fire protection, solid waste, roads and street lighting assessment programs

Dear Mr. Kraus:

Enclosed please find this firm's proposal for special assessment legal services for the County. These services will be provided for the annual Pine Ridge Court Services Benefit Unit, the Emerald Lakes street lighting assessment, the Spring Hollow street lighting, the Carolyn Heights street lighting, the Laurel Lakes street lighting programs, the Forest Cove subdivision roadway improvements, and the County's existing fire protection services and solid waste services assessment programs for Fiscal Year 2026-27.

Enclosed as Appendix A you will find our scope of services, proposed lump sum fee of \$30,000.00, and a payment schedule to assist the County in the ongoing updating and implementation of its assessment programs for Fiscal Year 2026-27. In the event the County initiates any program updates to these existing programs or any new assessment programs, we will bill these services on an hourly basis in accordance with our standard hourly rates included in Appendix A or based on a revised lump sum fee at the County's direction.

In addition to the legal work needed to update and implement the County's assessment programs on an annual basis, we will also keep 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. Upon receipt of Notice to Proceed, we will provide the County with a detailed critical events schedule for project deliverables tailored to the specific circumstances that are unique to this project.

David Kraus
January 27, 2026
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We have enjoyed our past relationship with the County and 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

Attachment

cc: Joel F. Foreman, County Attorney (w/att.)
Lisa Roberts, Management Services Director (w/att.)

Accepted and Agreed To:

Date:

By: _____
Columbia County

**FIRE PROTECTION, SOLID WASTE,
ROADS AND STREET LIGHTING ASSESSMENT PROGRAMS**

Scope of Services

- 1) Advise the County on the legal requirements for imposing annual fire protection, solid waste, Pine Ridge, Emerald Lakes, Spring Hollow, Carolyn Heights, Laurel Lakes, and Forest Cove special assessments, including special benefit, fair apportionment, and procedures.
- 2) Advise the County on any judicial decisions or legislative actions that may affect or require modifications to the County's assessment programs.
- 3) Draft the required rate resolutions that conform to the assessment ordinances, already adopted.
- 4) Assist with the legal requirements for the adoption of the 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, the County will be billed a lump sum fee of \$30,000.00. The fees will be due and payable in three equal payments as follows:

<u>Payment</u>	<u>Schedule</u>
1/3 of lump sum fee	April 2026
1/3 of lump sum fee	June 2026
1/3 of lump sum fee	September 2026

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, and overnight delivery services.

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, 2026.

In the event the County elects to pursue a new assessment program for SW Powell Glen or any other new assessments areas, this work will be performed at our standard hourly rates. Additionally, on-site meetings may be arranged at our standard hourly rates. Expenses related to on-site 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 at our standard hourly rates:

Partners	\$325
Associates	\$275
Legal Clerks/Assistants	\$90

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 P.O. BOX 1529, LAKE CITY, FLORIDA 32056-1529; PHONE: (386) 758-1005; EMAIL: PUBLICRECORDS@COLUMBIACOUNTYFLA.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.

HE E

Printed Name: Heather Encinosa

Title: Shareholder

Nabors, Giblin & Nickerson, PA

Date: 1/9/26

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 9th day of January, 2026.

Lauren Russell
Notary Public

(Notary Seal)

