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Suite 200  
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TAMPA  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
(813) 281-2222 Tel  
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PLANTATION  
8201 Peters Road  
Suite 1000  
Plantation, Florida 33324  
(954) 315-0268 Tel

September 30, 2024

**Via Electronic Transmission**

Scott Schultz  
Utilities Director  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, Florida 32043

Re: Water and Wastewater Services Assessment Program Proposal

Dear Scott:

This correspondence is written to present a scope of services for Nabors, Giblin & Nickerson, P.A. ("NG&N") to provide professional services and specialized assistance to the City of Green Cove Springs (the "City") and its staff with updating the City's water and wastewater capacity impact fees.

The objective of this project is to assist the City in updating its existing fees based on public policy established by the City within the constraints of readily available data and legal precedent.

Attached as Appendix A is the work plan under which Nabors, Giblin & Nickerson, P.A., will provide the necessary legal guidance to the City in updating the water and wastewater capacity impact fee program.

If, under this engagement, NGN is providing services and is acting on behalf of City as provided under section 119.011(2), Florida Statutes, NGN, shall:

- A. Keep and maintain public records required by City to perform the service;
- B. Upon request from City's custodian of records, provide City 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;

- C. 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 Agreement term and following completion of the Agreement if NGN does not transfer the records to City; and,
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of NGN or keep and maintain public records required by City to perform the service. If NGN transfers all public records to City upon completion of the Agreement, NGN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NGN keeps and maintains public records upon completion of the Agreement, NGN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with the information technology systems of City.

If NGN fails to provide the public records to City within a reasonable time or otherwise fails to comply with this section, NGN may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of the Agreement by City.

**IF NGN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NGN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk  
321 Walnut Street  
City Hall – 2<sup>nd</sup> Floor  
Green Cove Springs, FL 32043  
Phone: 904-284-8118  
ewest@greencovesprings.com**

Upon review and satisfactory determination, please execute this correspondence by signing below to indicate acceptance of the attached proposal and to serve as a 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 City with a detailed critical events calendar and a schedule for project deliverables tailored to the specific circumstances that are unique to this project.

Scott Schultz  
September 30, 2024  
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We look forward to working with the City of Green Cove Springs on this very important project. If you or any other City officials have any questions, please feel free to contact me.

Sincerely,



Heather J. Encinosa

Enclosure

cc: Jason Shepler, P.E., Mittauer & Associates

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
City of Green Cove Springs

\_\_\_\_\_  
Date

# Appendix A

SCOPE OF SERVICES

# Scope of Services

**Task 1: Advise City on Legal Requirements**

Provide ongoing legal advice and assistance to the City and its rate consultant, Mittauer, during the development and implementation of the water and wastewater capacity impact fees, their structure, methodology, and rates.

**Task 2: Rate Study Review**

NG&N will review the City's rate study for water and wastewater capacity impact fees for legal sufficiency prior to their implementation. Particular attention will be given to the cost calculations and credits provided.

**Task 3: Ordinance Preparation**

NG&N will draft any needed revisions to the City Code that imposes water and wastewater capacity impact fees in the City.

**Task 4: Review and Adoption of Capacity Impact Fee by City Council**

NG&N will attend and participate in a public hearing with the City Council. We will present the ordinance, respond to public comments, and assist the City Council in their review and consideration of updated capacity impact fees for the new connections to the City's water and wastewater systems.

## FEES AND COSTS

For the professional services and specialized assistance described in the proposed Scope of Services, NG&N will work under a "lump sum" fee arrangement of \$15,000 for professional services.

The lump sum fee for professional services includes one (1) on-site visit by NG&N staff to the City. The lump sum fee includes reimbursement for all travel-related out-of-pocket expenses. Meetings in excess of the included on-site visits may be arranged at our standard hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for NG&N are as follows:

**NABORS, GIBLIN & NICKERSON, P.A.**

Firm Partners and Of Counsel..... \$300  
Firm Associates..... \$275

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith. The City is also responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the impact fee program.

**PAYMENT SCHEDULE**

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following payment schedule.

<b>Schedule</b>	<b>Payment</b>
Notice to Proceed	25% of lump sum fee
Review of draft Rate Study	50% of lump sum fee
Provision of Draft Ordinance	25% of lump sum fee