

July 16, 2025

Levy County, Florida
c/o Nicolle Shalley, Levy County Attorney
612 East Hathaway Avenue
Bronson, Florida 32621
shalley-nicolle@levycounty.org

Dear Ms. Shalley,

We are pleased that you have asked GrayRobinson, P.A. to provide legal services to Levy County, Florida (“Client” or “you”). I appreciate the confidence you have placed in our Firm, and I look forward to working with you.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

Scope of Representation

We will provide general legal services to you related to labor and employment matters. No work will be performed unless specifically directed by you. This engagement letter will govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement for such work is agreed upon in writing by the parties.

Billing, Fees and Expenses

Our Firm will charge for our professional services on an hourly basis. I will serve as lead attorney with respect to this representation. My current rate is \$585.00 per hour; however, I have agreed to a discounted rate of \$425.00 per hour for this local government representation. Additionally, Associate Hunter Patrick will assist at \$285.00 per hour, and Paralegal Kelsey Haerther will assist at a rate of \$210.00 per hour. We reserve the right to utilize other members of the Firm whenever, in our discretion, we deem it appropriate. If requested, we will be glad to provide you with a schedule of rates presently in effect for all individuals performing work on this matter. Our hourly rates vary and are subject to change in the future; generally in August of each year.

In addition to our professional services, we will bill you for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, mailing charges, process services fees, and filing fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

You will be billed periodically, usually monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days

of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

Retainers

We are not requesting an advance retainer for any professional fees and/or costs associated with this matter. The Firm also reserves the right to require an additional or increased Retainer in the future based upon the scope of service anticipated. Retainers will be held without interest in the Firm's Trust Account until disbursed. Such funds may be applied in payment of professional fees owed or expenses incurred. Additionally, you may be required to replenish the funds as they are used.

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, you and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of Client and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Alachua, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

Because of the relative large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to you. Our acceptance of your current representation will preclude us from accepting future representations adverse to you limited to those which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, we both agree that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to Client with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of Client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to Client.

Additionally, Levy County, Florida hereby waives any conflict with respect to GrayRobinson's representation of clients in "land use and environmental matters" which the parties to this waiver agree means real property matters involving Levy County, Florida's regulatory approval and permitting process for land use and zoning change approvals, quasi-judicial hearings, development rights determinations, site planning and development review, environmental permitting, and comprehensive plan amendment approvals. "Land use and environmental matters" may also include GrayRobinson's representation of clients in code enforcement, property appraiser determinations, and real property transactions, including but not limited to land conservation acquisitions by Levy County. Levy County and GrayRobinson also agree that GrayRobinson's representation of clients in "land use and environmental matters" will specifically exclude eminent domain and inverse condemnation matters in unincorporated Levy County, Florida, as well as any litigation unrelated to "land use and environmental matters." To the extent any litigation regarding "land use and environmental matters" beyond normal quasi-judicial proceedings may become imminent, GrayRobinson will consult with the Levy County Attorney to determine if a conflict exists in continued representation of any client and withdraw from representation as necessary.

The undersigned hereby gives its informed consent to GrayRobinson to represent clients in "land use and environmental matters" as described above. GrayRobinson agrees that all confidential matters which Levy County, Florida has entrusted or will entrust to the firm or its attorneys will remain confidential.

This waiver shall remain effective unless and until another conflict waiver is agreed to by the parties.

No Representation of Corporate Affiliates

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent Client, and that we are not being engaged to represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality legal services, GrayRobinson may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document drafting, and other related tasks. The use of such technologies is supervised by our qualified attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case.

Please be advised of the following:

- **Human Oversight:** All work products generated by AI tools are carefully reviewed and validated by licensed attorneys in our firm. We do not rely on AI-generated content without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any legal advice, document, or strategy rests with our attorneys.
- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our legal services. If you have any concerns about the use of AI in your case, please inform us, and we will discuss alternative approaches to meet your needs.

Termination

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent you, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent you in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

Client Review

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.

Entire Agreement

These terms, and the attached Additional Understanding Regarding Representation and Privacy Policy, which are incorporated by reference, constitute our entire Agreement for the representation of Client in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement.

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Any modification of the Agreement must be in writing, signed by both parties. This Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by having the extra copy of this letter signed in the space provided below, and return it to our office. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance retainer.

Sincerely,



Stephanie M. Marchman
Attorney at Law

The terms of this representation are accepted
this ____ day of _____, 2025.

By: **Nicolle M. Shalley**
Title: Levy County Attorney

Attached: Additional Understanding Regarding Representation
 Privacy Policy