

ALTERNATIVE SEVERANCE AGREEMENT
AND GENERAL RELEASE

This Alternative Severance Agreement and General Release (“Agreement”) is made and entered into by and between **Nicole Shalley** (“Ms. Shalley”) and **Levy County, a political subdivision of the State of Florida**, including current and former administrators, officers, employees, agents, and insurers (collectively referred to as the “County”). Ms. Shalley and the County are collectively referred to as “the Parties” throughout this Agreement.

WHEREAS, at the October 21, 2025 County Commission Meeting, during Commissioner comment, Commissioner Kennedy made a motion to terminate the County Attorney, said motion was seconded by Commissioner Hiers;

WHEREAS, after limited discussion, the County Commission voted 3-2 to terminate Ms. Shalley’s employment effective on October 21, 2025 and provide her the same severance agreement that was provided to County Coordinator Wilbur Dean in 2024, except that the County Commission declined Ms. Shalley’s offer of a transition period, and appeared to direct Ms. Shalley, the Human Resources Director and Chair Mills to prepare and effectuate that agreement immediately after the meeting;

WHEREAS, both parties acknowledge there was some level of uncertainty and confusion regarding the direction given with respect to the severance agreement at the October 21st meeting;

WHEREAS, after the October 21st meeting, the County’s outside counsel reviewed the matter and provided a Memorandum with a recommendation to agenda the severance agreement for ratification by the County Commission;

WHEREAS, County staff placed the signed severance agreement on the November 4th Regular Meeting Agenda for ratification;

WHEREAS, after reviewing the Agenda Item, Ms. Shalley proposed alternative severance agreement terms which were sent via email to each Commissioner on November 3rd;

WHEREAS, at the November 4th Regular Meeting, the three Commissioners present heard the item and agreed to schedule a Special Meeting at which all Commissioners could be present and discuss the severance;

WHEREAS, this Agreement includes the alterative terms proposed by Ms. Shalley;

WHEREAS, the parties find that this Agreement complies with relevant law and serves a public purpose; and

WHEREAS, in particular, Human Resource Policy Number HR2025-27 allows for the payment of severance pay in limited circumstances. The parties find that the forgoing described factual circumstances are both limited and unique and are not precedent setting. Ms. Shalley has no employment agreement with the County and has remained ready, willing and able to serve as the County Attorney; and

WHEREAS, the Parties desire to fully and completely resolve and settle any and all issues and claims, known and unknown, which the Parties have had or may have had between them with respect to Ms. Shalley's employment with the County.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Terms of remaining employment, resignation, payout of accrued leave and severance

1. The County Commission declined a transition period of employment and the effective date of termination is Tuesday, October 21, 2025 at 5pm.
2. In consideration for Ms. Shalley's execution of this Agreement, County will provide Ms. Shalley the sum of \$2,500 as severance pay, minus all normal withholdings, which will be paid on the next scheduled County pay day after October 21, 2025 or as soon thereafter as payment is processed by the Clerk's Office.
3. Additionally, County will provide a payout (calculated as of 5pm on Tuesday, October 21, 2025) of Ms. Shalley's: (a) then accrued but unused vacation leave balance; and (b) her then accrued but unused sick leave, minus all normal withholdings, which will be paid on the next scheduled County pay day after October 21, 2025, or as soon thereafter as payment is processed by the Clerk's Office. The parties agree that the gross amount of this payout is \$20,314.28—calculated by multiplying 237.9 hours (Ms. Shalley's accrued but unused vacation and sick leave) by \$85.39 (Ms. Shalley's hourly rate of pay.)—and the net payment to Ms. Shalley shall be subject to all normal withholdings.

B. Complete and Voluntary Settlement and Release

1. Ms. Shalley understands and agrees that payment of the severance and benefit payout set forth in Section A, Paragraphs 2 and 3, of this Agreement constitutes valuable

consideration for his execution of this Agreement, and are monies that she is not otherwise entitled to receive.

2. In consideration and conditioned upon the receipt of severance and benefit payout as described above, Ms. Shalley does hereby unconditionally, fully, and finally release and discharge the County from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorney's fees, debts, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatever, whether known or unknown; whether foreseen or unforeseen; whether arising out of contract tort, statute, constitutional provision, settlement, equity or otherwise; whether past, present, or future; whether fixed, liquidated, or contingent; which he has, had, or may have in the future against based on any act or omission concerning any matter, cause, or thing arising prior to the date of this Agreement and up through the time of this Agreement's execution. The aforementioned claims shall collectively be referred to as "Released Claims" throughout the remainder of this Agreement. The Released Claims include, but are not limited to, those directly or indirectly arising out of, or in any way pertaining to, claims arising under the First Amendment of the United States Constitution ("First Amendment") pursuant to 42 U.S.C §1983 ("§1983"); Americans with Disabilities Act, 42 U.S.C. Section 12101, *et. seq.*; Civil Rights Act of 1871, 42 U.S.C. Sections 1981, 1983 1985 and 1986; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e *et. seq.*; the Pregnancy Discrimination Act, 42 U.S.C. Section 2000e(k); Section 760.01, *et. seq.*, Florida Statutes., otherwise known as the Florida Civil Rights Act of 1992; the Family Medical Leave Act, 29 U.S.C. Section 2601, *et. seq.*; the Age Discrimination in Employment Act, 29 U.S.C. Section 621; Chapter 447, *et seq.* Florida Statutes; the Fair Labor Standards Act, 29 U.S.C. Section 201, *et. seq.*; the Equal Pay Act, 29 U.S.C. Section 206 *et. seq.*; the Older Workers Benefit Protection Act of 1990; the Sarbanes-Oxley Act; Section 112.3187-112.31895 Florida Statutes, otherwise known as Florida's Whistleblower Statutes; the Fair Credit Reporting Act; the United States Constitution; the Florida Constitution; Florida Statute, Section 440.205; Florida Statute, Section 448.103; Chapter 119, Florida Statutes (Florida's Public Records Law); or any other federal, state or local law, ordinance, regulation, custom, rule or policy; or any cause of action in common law, including but not limited to actions in contract or tort, including any intentional torts; other claims of statutory violation and/or retaliation; constructive or wrongful discharge; negligence claims; contract claims; constitutional claims; claims for attorneys' fees and costs, and any other claims or causes of action Ms. Shalley has or may have had as a result of her employment with the County.

3. Ms. Shalley understands that she has twenty-one (21) days within which to fully consider the terms and substance of this Agreement before choosing to voluntarily execute it, unless she executes the "Acknowledgement and Voluntary Waiver" form attached to this Agreement, thereby waiving her right to the twenty-one (21) day period.

4. Ms. Shalley understands that she is not entitled to receive the benefits outlined in Section A, Paragraphs 2 and 3 of this Agreement if she does not sign it, and she understands that she may revoke this Agreement within seven (7) days of signing it by communicating her revocation in writing and delivering it by hand delivery to the County Manager. To be effective, the revocation must be received by 5:00 p.m. on the seventh (7th) calendar day following the date of Ms. Shalley's execution of this Agreement.

5. Ms. Shalley acknowledges that she has been advised to consult with an attorney or any other person she chooses before entering this Agreement.

6. Ms. Shalley recognizes that by signing this Agreement, and in consideration of the promises and covenants contained herein, she is specifically releasing, among other claims, any claims she has, had, or may have had under the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et. seq.*, and the Older Workers Benefit Protection Act of 1990.

7. Ms. Shalley acknowledges and declares that she has entered into this Agreement voluntarily and of her own free will, and that she understands all the terms of this Agreement.

C. Miscellaneous Terms and Conditions.

1. This Agreement constitutes the complete understanding between Ms. Shalley and County. Ms. Shalley especially acknowledges and declares that no other contract, promise, or inducement has been made, whether oral or written. This Agreement shall supersede any and all other agreements, whether oral or written, made or offered prior to the date of execution of this Agreement.
2. If any provision of this Agreement is found to be invalid or incapable of being enforced by reason of law, rule, or public policy, all other provisions shall, nevertheless, remain in full force and effect.
3. This Agreement is to be construed and governed in accordance with the laws of the State of Florida, and venue for any dispute is in Levy County, Florida.
4. No ambiguity in this Agreement shall be construed against any Party based upon a claim that the Party drafted the ambiguous language.
5. This Agreement, consisting of six (6) pages (including the "Acknowledgement and Voluntary Waiver" form, attached hereto) is freely and voluntarily entered into by the Parties. The Parties acknowledge that they have read this Agreement, and that they understand the words, terms, conditions, and legal significance of this Agreement.

6. This Agreement shall be binding on the Parties and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said Parties and to their heirs, administrators, representatives, executors, successors, and assigns.

Nicolle Shalley

Date: _____

STATE OF FLORIDA
COUNTY OF LEVY

SWORN TO AND SUBSCRIBED before me on _____ 2025, by Nicolle Shalley, who is personally known to me or has produced a _____ as identification.

Notary Public, State of Florida

Print Name

Commission No./Exp. Date

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

Desiree Mills, Chair

Attest: Clerk of the Court and Ex-Officio
Clerk to the Board of County Commissioners

Matt Brooks

ACKNOWLEDGMENT AND VOLUNTARY WAIVER

Nicolle Shalley was terminated and presented with the foregoing Severance Agreement and General Release (“Agreement”) for review on _____, 2025. Ms. Shalley understands that she is entitled to consider this proposed Agreement for twenty-one (21) days. In addition, she was encouraged to review the Agreement during that period with anyone of her choosing, including an attorney.

Ms. Shalley has had the opportunity to fully review the Agreement, and acknowledges that she fully understands the terms contained in the Agreement and has voluntarily chosen to execute the Agreement prior to the expiration of this twenty-one (21) day consideration period.

Ms. Shalley further understands that once she executed the Agreement, she can revoke it at any time during the seven (7) calendar days following her execution of the Agreement. Ms. Shalley fully understands that this Agreement will not be effective until this seven (7) calendar day revocation period has expired.

Ms. Shalley also acknowledges that if for any reason she chooses to revoke this Agreement in the next seven (7) calendar days, she will do so in writing by hand delivering a written revocation to the County Manager’s Office at 310 School Street, Bronson, Florida.

Witness:

Nicolle Shalley
Date: _____

Witness: