

November 3, 2025

Commissioners –

The purpose of this email is to explain my prior request for the same severance the County paid to former County Coordinator Wilbur Dean and to, instead, make an alternative request. Having now had time to consider this entire situation, I cannot in good conscience ask for, or take, 20 weeks of severance pay that will come from the Levy County taxpayers – which include my husband and I, my family, my friends and my neighbors.

As you will recall, at your Regular Meeting on Tuesday, October 21, 2025, during Commissioner Comment near the end of the agenda, without notice or an agenda item, Commissioner Charlie Kennedy made a motion to terminate my employment as the County Attorney. That motion was immediately seconded by Commissioner Johnny Hiers. No reason or cause was stated by either Commissioner for their action. And neither discussed this with me during our individual agenda review meetings with the County Manager or at any time in advance of that meeting.

I asked if I would be given the opportunity to speak. I felt and expressed my hurt and disappointment. I served as County Attorney for almost 4 years with no negative performance evaluations or conversations about dissatisfaction with my work. My livelihood – which allowed me to financially provide for my family – was about to be gone in an instant. I was shaken to my core and, in that bitter moment, I requested the same severance the County provided to former County Coordinator Wilbur Dean. His was the only severance that I was familiar with during my time with the County and, my thought was that like me, Mr. Dean was a direct report to the Commission and did not have an employment agreement.

The Board discussed and seemed to agree that severance was appropriate under the circumstances. I stated that I would copy Mr. Dean's form of agreement and Commissioner(s) spoke and asked Jacqueline, the Human Resources Director, if she would work with me on that and she stated she would. Commissioner Kennedy then clarified "so between the Chair and Ms. Jacqueline," Commissioner Hiers asked the Chair "when will this take place, is it immediate?" and the Chair responded yes. After brief remarks, Commissioner Rock Meeks stated that my employment and that of Mr. Dean was similar and that I should be provided the same severance.

I understood from this discussion that all of this was to take place immediately – the termination and the severance. I stated my understanding plainly and clearly at the meeting and no one disagreed or stated otherwise.

When the meeting adjourned, I went to my office and copied Mr. Dean's form of agreement - changing only the name and facts, removing the Clerk's attest and

removing my County Attorney signature block as to form and legality (clearly, not appropriate for me to sign). I then provided a signed copy of Mr. Dean's agreement and an unsigned copy of the draft Agreement to the Board Office, so both could be reviewed by Jacqueline. I went back to my office to pack my belongings. Later in the afternoon, Jacqueline came to my office and asked me to sign the Agreement. I signed it, in the presence of Jacqueline and Lynne Langston, the County's Legal and Engineering Office Manager, who notarized my signature.

At no point did I discuss the substance of the draft Severance Agreement with the Chair or Jacqueline. At no point did I provide legal guidance to the Board, to any individual Commissioner or to County staff regarding the termination or the Severance Agreement. I did exactly as I stated in the public meeting, I copied Mr. Dean's form of agreement and provided a draft to Jacqueline. She handled it from that point on.

Last Friday, October 31st, the County Manager notified me that the Severance Agreement was on the November 4th Agenda for a vote to ratify. So this matter is not over, it was not effective immediately.

That is just as well, as I have now had the time to reflect on all that has occurred. The problem with handling County business in this manner - no notice, no agenda item, one vote and an immediate effective date - is that it gives no one time to think, to engage in meaningful discussion, to develop a plan or to contemplate a transition. I listened to the recording of the meeting. There was confusion and uncertainty. In haste and without stated reason or cause, the County was simply left without an attorney and an employee was left without a job. It even seemed a bit spiteful, when I offered a proper and professional transition of legal work to whomever the County selected as their next legal counsel and that offer was flatly rejected.

Even so, I have come to realize that I cannot accept 20 weeks of severance pay from the County. Doing the right thing matters to me, far more than personal gain. I did not create this situation and, at this point, I simply look forward to the next chapter in my life. So I ask, instead, to receive:

(1) payout of my accrued, but unused, sick leave and vacation leave as of October 21, 2025, which Human Resources has advised totals 237.9 hours. These are benefits that I earned while employed. I have these accrued hours because it was difficult for me to take much time off. As the sole County Attorney, no one did the legal work when I took a day off. I used outside counsel sparingly. Even through two rounds of cancer diagnosis, surgeries, radiation and chemotherapy treatments, the most recent of which was less than a year ago, I took sick leave only on days I received medical treatment and I recall missing only one Commission meeting. And,

(2) \$2,500 which will cover the cost of two months of the COBRA continuation of my County health insurance and the tax withholdings associated with that payment to me. This unexpected termination left me without health insurance coverage and inadequate time to make other arrangements. This modest severance will provide the consideration for my release of legal claims against the County.

I have prepared (and attach) a substitute page 2 to the Severance Agreement and General Release. The substitute page revises the terms of Subsections A. 2. and A.3. to reflect my request above. I ask that, at tomorrow's meeting, you ratify the Severance Agreement and General Release, that I previously signed in good faith, with the inclusion of this substitute page 2. I have copied Heather Encinosa, an attorney with Nabors Giblin, the law firm that provided you guidance on this matter so they are aware of this email and have the opportunity to review the substitute page in advance of the meeting.

I appreciate your consideration of my request – Nicolle Shalley