



**KUTAKROCK**

**Proposal prepared for**

Levy County: Special Counsel Services  
Development Department

[kutakrock.com](http://kutakrock.com)

May 11, 2026

**Via Electronic Mail**

Bernard (Bo) Cox, III, Building Official  
Levy County Development Department  
375 Garner St., Suite B.  
Bronson, FL 32621  
cox-bernard@levycounty.com

Re: Proposal to Serve as Special Counsel to the Development Department

Dear Bo,

Thank you for the invitation to submit a proposal to provide Levy County with Special Counsel services in support of the Development Department, including planning and zoning, code enforcement, and the building official. This representation is ideally suited for our firm, and I am excited about this opportunity to support the County. Kutak Rock is a national law firm with more than 600 lawyers and 21 offices, serving local, regional and national clients in a multidisciplinary practice spanning more than 25 areas of focus. Kutak Rock is focused on delivering the highest levels of service at a fair price, and our low-cost structure allows us to pass through cost savings to our clients and thereby lower their legal spend.

Considering my personal experience with my prior firm serving twice as Interim County Attorney in 2021 and in 2025 and Kutak Rock's experience representing more than 400 special districts throughout the state, we believe that we will be able to serve the County well in advising on land use, code enforcement, and building official matters. We are open to attending meetings virtually or in person as may be required by the County.

For service to the County, Hunter Hurley and I would serve as the primary attorneys. I am a Florida Bar Board Certified Specialist in City, County and Local Government Law and have recently joined Kutak's Special District practice from past experience primarily as a County and City Attorney. Together, we serve many special districts throughout Florida. We have reviewed our records and determined that no current conflict of interest exists with respect to this engagement, however, we will ask that the County agree to waive any future potential conflicts of interest that may arise as a result of a client of the firm seeking to establish a District within Levy County.

Our firm operates on a team approach to ensure responsive, high-quality service. This model allows us to provide after-hours and emergency legal guidance when needed, as multiple

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team members are familiar with County matters and can be reached outside regular business hours. This approach also ensures continuity of services during vacations, illness, or any staffing changes, so the County will always have access to knowledgeable counsel who can address urgent issues without delay.

We have included a draft Retainer and Fee Agreement for your consideration. The Retainer and Fee Agreement is based on an hourly rate structure. We are pleased to respond to your request for a proposal and welcome the opportunity to discuss how we can partner with you. Please contact me anytime at (850) 692-7300 or [Kirsten.Mood@kutakrock.com](mailto:Kirsten.Mood@kutakrock.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Kirsten H. Mood". The signature is fluid and cursive, with a large initial "K" and a long horizontal stroke.

Kirsten H. Mood

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## Kutak Rock's Florida Counsel Group

Kutak Rock is a national law firm with a signature practice focused in the areas of special districts, administrative and governmental law, appellate practice, utility law, elections law, governmental affairs, public contract law, and trial practice. Our Florida Counsel Group has decades of experience at every level of government and in virtually every part of our home state of Florida. We routinely navigate the labyrinths of governmental law, from financing infrastructure via special districts to guiding complex real estate transactions to drafting and advocating for the passage of legislation that governs Florida special districts. The competence and extensive experience of our lawyers is critical to providing the highest level of client service.

## Personnel and Other Resources

Our Florida Counsel Group has 22 attorneys who personally spend 100% of their legal practice in the state of Florida. We also have a partner, Joseph Brown, who spends part of his time representing special districts and provides in house litigation and environmental law support.

Our knowledge and experience means that our lawyers can provide services efficiently, and we offer flexible and competitive pricing arrangements based on client needs and circumstances. To ensure responsiveness, we are able to work in small teams, while keeping costs low by using associate lawyers or paralegals where appropriate. At present, we have 5 paralegals in our firm who work primarily with special districts. Additional information about us can be found at [www.kutakrock.com](http://www.kutakrock.com).

## Government Services Overview

Kutak Rock maintains a national government relations practice and represents private companies, municipalities, political subdivisions, private companies, for-profit and nonprofit organizations, industry associations/groups, and individuals on matters and issues related to state and federal laws, regulations, and policies. We give clients a voice when they require political and policy engagement that aligns with their strategy, including in Congress, at statehouses across the country, in local town halls, and administrative meetings. Our team is led by seasoned veterans of public policy and government relations who apply their experience and networks to promote clients' interests through solid, strategic, and successful proactive efforts. We possess unparalleled knowledge, experience, and relationships in the political arena and government sector and our reach and own sphere of influence extends beyond political circles. We have counseled numerous federal agencies and more than 100 state and local governmental entities throughout the United States.

Our team also advises lenders, investors, rating agencies, developers, and other private and non-profit entities on their interactions with federal governmental entities, including contracting, public-private partnerships, grant applications and implementation, and legislative advocacy.

Representing clients on all sides of the table has afforded us a unique perspective and invaluable insight into the issues concerning governmental entities, developers, contractors, lenders, investors, rating agencies, and non-profit entities. Understanding the goals and needs of all parties enables us to assist clients to efficiently and effectively accomplish their goals. Areas of focus include Public-Private Partnerships ("P3") and Public-Public-Private Partnerships ("P4"); acquiring, disposing and utilizing federal real estate; government contracts; regulatory/programmatic development; legislative guidance; addressing unique federal environmental and historic matters.

**Building and Code Enforcement**

Kutak Rock attorneys can assist local building officials in defending executive decisions to issue building permits, keep County staff knowledgeable on Chapter 553, Florida Statutes, and ensure compliance therewith. We can help ensure that a local government's schedule of fees for the purposes of administering the Florida Building Code are legally defensible and backed by statutorily required audit and report.

Kutak Rock has extensive experience advising counties on code enforcement matters. Our attorneys regularly serve as counsel to code enforcement boards, serve as special magistrates, advise county staff on investigation and enforcement procedures, assist with developing and updating county codes and related ordinances, and provide counsel during administrative hearings. We help structure compliant notice and hearing processes, negotiate corrective action and compliance agreements, and coordinate with planning, building, environmental health, and public safety departments to achieve timely, durable resolutions.

**Planning, Land Use, and Zoning**

Kutak Rock Represents both developers and governmental entities in all aspects of the land use process, including zoning and comprehensive plan modification, permitting and licensing, land division and plat approval, and complex multi-agency permitting. Firm attorneys assist with streamlining the entitlement process and negotiating and securing approvals necessary to complete projects. We explore all avenues to secure resolution without litigation, while we position our clients in case litigation is necessary.

Our real estate and land use experts offer a full range of litigation and dispute resolution services relating to land use disputes, zoning, variance and conditional use permit appeals. Additionally, the firm's real estate valuation practice and expertise includes real estate property tax appeals and extensive experience in all aspects of eminent domain/condemnation matters. The firm has the experience and depth to represent clients in all manner of acquiring property interests by condemning authorities. Firm condemnation counsel have represented both government and private entities in condemnation matters as simple as right-of-way strip easements and as complex as multi-parcel assemblage for a major league baseball park. Firm lawyers have represented public utilities and private entities with public utility status in eminent domain/condemnation matters in jurisdictions across the U.S. We understand the applicable laws and programs, how they relate to a particular role or a project, and how land use is impacted by economic interests, planning goals, and political considerations of the stakeholders. Our attorneys represent clients through the lifecycle of a project—concept, application and approvals—and enlist the assistance of subject-matter specialists when beneficial in such areas as tax credits, opportunity zones, P3/4, environmental law, special districts, real estate litigation and government relations.

**KUTAK ROCK LLP  
RETENTION AND FEE AGREEMENT**

**I. PARTIES**

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Levy County, a political subdivision of the State of Florida  
Attn: Development Department  
310 School Street, Suite 112  
Bronson, FL 32621

and

- B. Kutak Rock LLP  
107 West College Avenue  
Tallahassee, FL 32301

**II. SCOPE OF SERVICES**

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and legal services in connection with its Development Department.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of County Commissioners or auxiliary Boards.

**III. CLIENT FILES**

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request

for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File at Client's expense.

#### IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Kirsten H. Mood, Of Counsel, and Partners	\$375
Associates	\$275
Contract Attorney	\$275-\$285
Paralegals	\$185-\$205

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour per year.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

## **V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Eighth Judicial Circuit in and for Levy County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. The Client is a county (the "County") with jurisdiction over the establishment of special districts within its boundaries, and therefore, Kutak Rock represents or may in the future represent developers, landowners, and other entities that may petition the County for the establishment, expansion, contraction, merger, or dissolution of a community development district, or that may otherwise appear before the County or its boards, staff, or officials. In addition, Kutak Rock currently represents, and expects to continue to represent, numerous entities that may interact with the County, including in connection with interlocal agreements, permitting, infrastructure dedications, and similar matters. By accepting this Agreement, the County acknowledges that (1) it has been provided with an explanation of the implications of these common and concurrent representations and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of the County, notwithstanding its other representations; and (3) there is not a substantial risk that Kutak Rock's representation of the County would be materially limited by Kutak Rock's responsibilities to another client, a former client, or a third person, or by any personal interest. Acceptance of this Agreement will constitute the County's informed waiver of any actual or potential "conflict" arising from Kutak Rock's simultaneous or successive representation of special districts, Trustees, bondholders, developers, builders, landowners, and other entities relating to community development districts, special districts, local governments, and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

**IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

**X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

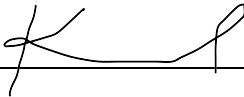
Accepted and Agreed to:

**LEVY COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**KUTAK ROCK LLP**

By:  \_\_\_\_\_

Date: May 11, 2026

**ATTACHMENT A****KUTAK ROCK LLP  
EXPENSE REIMBURSEMENT POLICY**

The following is Kutak Rock's standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

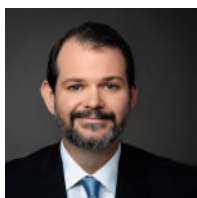
Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

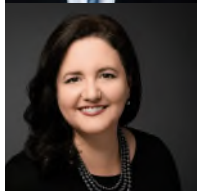
Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.



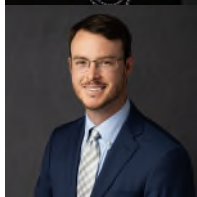
**Joseph Brown**

Partner  
850.692.7303  
joseph.brown@kutakrock.com



**Katie Buchanan**

Partner  
850.294.5184  
katie.buchanan@kutakrock.com



**Bennett Davenport**

Associate  
850.692.7300  
bennett.davenport@kutakrock.com



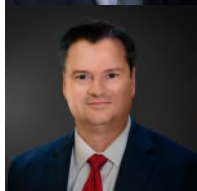
**Ryan Dugan**

Partner  
404.222.4600  
ryan.dugan@kutakrock.com



**Jere Earlywine**

Of Counsel  
850.528.6152  
jere.earlywine@kutakrock.com



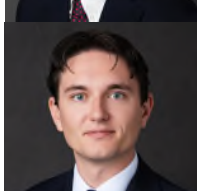
**Michael Eckert**

Partner  
850.567.0558  
michael.eckert@kutakrock.com



**Wesley Haber**

Partner  
850.566.3143  
wesley.haber@kutakrock.com



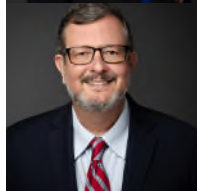
**Hunter Hurley**

Associate  
850.692.7300  
hunter.hurley@kutakrock.com



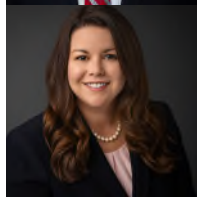
**Kate John**

Associate  
850.692.7330  
kate.john@kutakrock.com



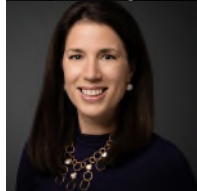
**Jonathan Johnson**

Partner  
850.692.7301  
jonathan.johnson@kutakrock.com



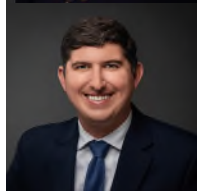
**Ashley Ligas**

Staff Attorney  
850.692.7300  
ashley.ligas@kutakrock.com



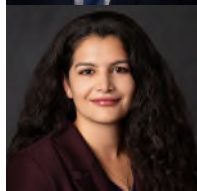
**Tucker Mackie**

Partner  
850.692.7300  
tucker.mackie@kutakrock.com



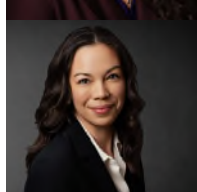
**Kyle Magee**

Associate  
850.692.7334  
kyle.magee@kutakrock.com



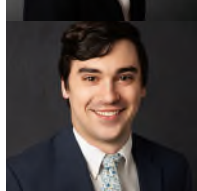
**Kubra Metin**

Associate  
850.692.7324  
kubra.metin@kutakrock.com



**Kirsten Mood**

Of Counsel  
850.692.7300  
kirsten.modd@kutakrock.com



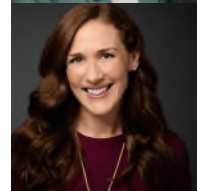
**Patrick O'Byrant**

Associate  
850.692.7300  
patrick.obryant@kutakrock.com



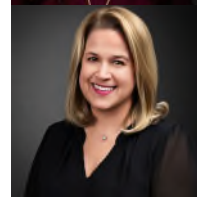
**Michelle Rigoni**

Partner  
850.692.7310  
michelle.rigoni@kutakrock.com



**Sarah Sandy**

Partner  
850.692.7307  
sarah.sandy@kutakrock.com



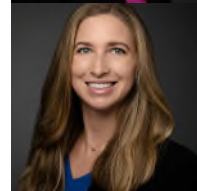
**Melissa VanSickle**

Transition Partner  
850.692.7300  
melissa.vansickle@kutakrock.com



**Lindsay Whelan**

Partner  
850.692.7308  
lindsay.whelan@kutakrock.com



**Alyssa Willson**

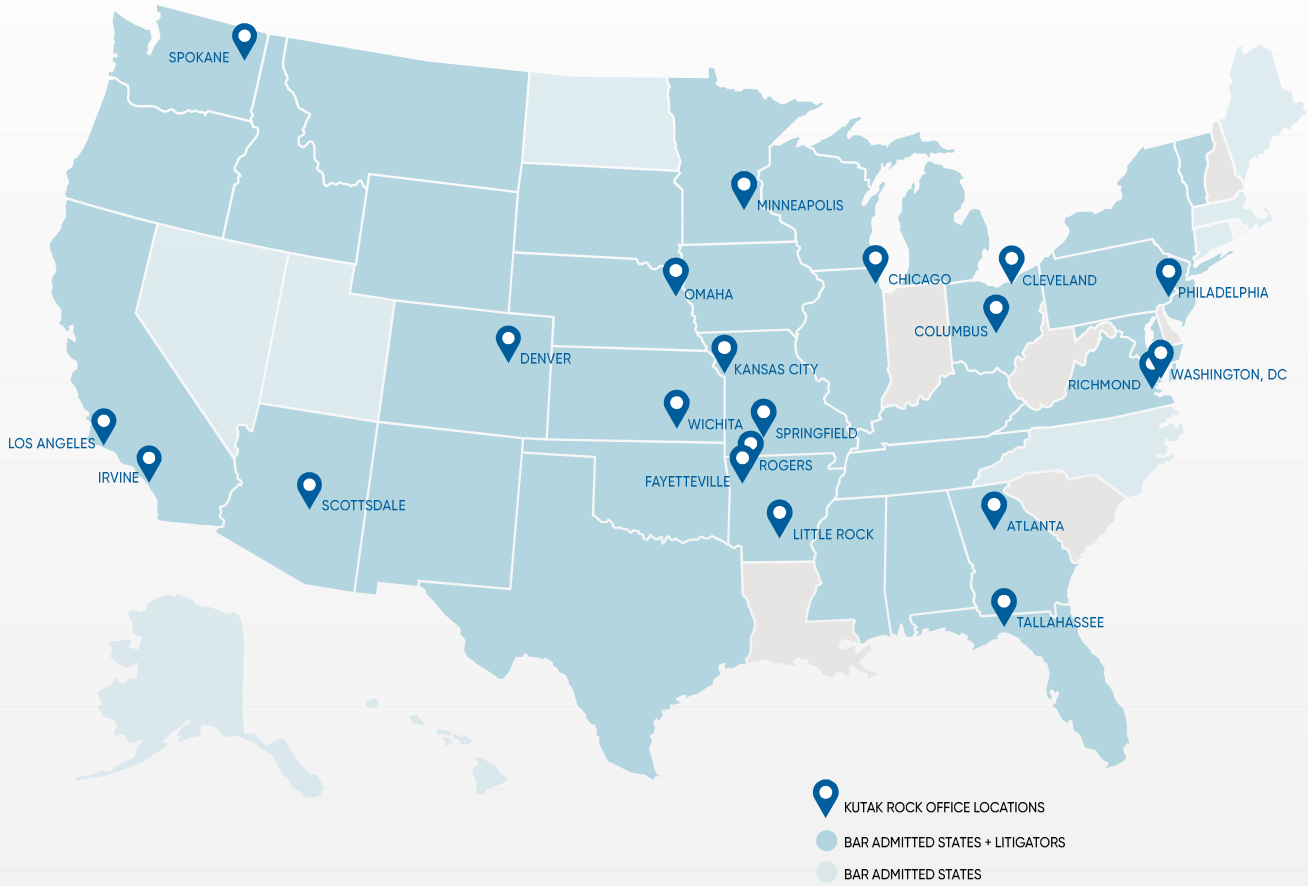
Partner  
850.661.9973  
alyssa.willson@kutakrock.com



**Betty Zachem**

Staff Attorney  
850.692.7300  
betty.zachem@kutakrock.com

# OFFICES



- |                  |                  |                  |
|------------------|------------------|------------------|
| Atlanta, GA      | Kansas City, MO  | Rogers, AR       |
| Chicago, IL      | Little Rock, AR  | Scottsdale, AZ   |
| Cleveland, OH    | Los Angeles, CA  | Spokane, WA      |
| Columbus, OH     | Minneapolis, MN  | Springfield, MO  |
| Denver, CO       | Omaha, NE        | Tallahassee, FL  |
| Fayetteville, AR | Philadelphia, PA | Washington, D.C. |
| Irvine, CA       | Richmond, VA     | Wichita, KS      |

**600+**  
Attorneys

**21**  
U.S. Offices in  
15 States +  
Washington, D.C.

Attorneys licensed to  
practice in  
**43** States +  
Washington, D.C.

**180+**  
Litigators across  
21 Kutak Rock Offices

## Kirsten H. Mood

107 W College Ave, Tallahassee, FL 32301  
850.692.7300 | Kirsten.Mood@KutakRock.com



Mrs. Mood is a Florida Bar Board Certified Specialist in City, County, and Local Government Law, a graduate of Stanford University, and a graduate of the Florida State University College of Law. She joined Kutak Rock in 2026 and focuses her practice in the firm’s general local government and CDD, public finance, and real estate practice areas.

Prior to joining the firm, she was an associate at Nabors, Giblin & Nickerson serving cities and counties. She previously served as Assistant Blueprint Attorney for the Leon County – City of Tallahassee Blueprint Intergovernmental Agency and as Senior Staff Attorney to Florida Supreme Court Justice Peggy A. Quince.

Mrs. Mood is a member of Leadership Tallahassee Class 39 and also serves on the Boards of Beyond the Pantry and the Friends of the LeRoy Collins Leon County Public Library. Mrs. Mood is an affiliate of First American Title Insurance Company and Old Republic National Title Insurance Company, qualified to secure title insurance commitments and assist clients in real estate closings.

### PRACTICES

Development and Improvement Districts  
Public Finance  
Real Estate

### ADMISSIONS

Florida, 115595

### EDUCATION

Florida State University College of Law, J.D.

Stanford University, B.A.

### MEMBERSHIPS

- The Florida Bar, Member
- The Florida Bar City, County and Local Government Law Section, Member
- The Florida Bar Eminent Domain Committee, Member
- Leadership Tallahassee, Class 39 Member
- Beyond the Pantry, Board Member
- Friends of the LeRoy Collins Leon County Public Library, President-Elect

## Hunter A. Hurley

107 W College Ave, Tallahassee, FL 32301  
850.692.7300 | Hunter.Hurley@KutakRock.com



Hunter Hurley is an associate in the firm's Tallahassee Office. In his practice, Hunter counsels special districts on matters including infrastructure financing, contracts, public records, real property, and local government law. Prior to joining the firm, Hunter clerked for the City of Tallahassee Attorney's Office, where he gained valuable experience in land use and local government law.

### PRACTICES

Development and  
Improvement Districts  
Public Finance  
Real Estate

### ADMISSIONS

Florida, 1068839

### EDUCATION

Florida State University College of  
Law, J.D.,

University of Florida, B.A.

### MEMBERSHIPS

- The Florida Bar, Member
- Tallahassee Bar Association,  
Director, Secretary of the Young  
Lawyers Section