



Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name and Title:** Jacqueline Martin, Director
2. **Department:** Human Resources
3. **Meeting Date:** Tuesday, November 4, 2025

4. **Requested Action:**

To ratify the Severance Agreement and General Release between the Levy County Board of County Commissioners and Nicolle Shalley dated October 21, 2025 providing for 20 weeks of gross pay plus payout of accrued annual leave and $\frac{1}{4}$ of accrued but unused sick leave, minus all normal withholdings.

5. **Cost & Funding Source:**

Funding for the Severance Agreement would come from the County Attorney Budget.

6. **Justification of Request:**

CONCLUSION AND RECOMMENDATION as provided by Nabors, Giblin & Nickerson, P.A. :

While the Board appears to have reached a consensual understanding regarding the form and content of the Agreement with the former County Attorney that provided sufficient standards and oversight, without a formal vote this delegation arguably fell short of legal approval. Accordingly, for the avoidance of any doubt the Agreement should be brought back to the Board for a formal vote of approval to ratify its terms. The Agreement, as written, is consistent with the requirements of Section 215.425, Florida Statutes. There is uncertainty with regard to application of the County's existing leave policies to the County Attorney, but it's advisable to abide by the County's historical treatment of leave for the County Attorney and treat this matter consistent with either the same terms applicable to regular County employees under the Personnel Policies and Procedures or more favorable terms (relating to sick leave payout) as the Board approves in the Agreement. From a legal perspective, the Agreement, as currently written, protects the County from potential future litigation with the County Attorney over the terms of her employment or termination, including wrongful termination claims, discrimination claims, and other potential legal disputes, because such claims are waived in exchange for the severance payment and leave payouts as set forth in the Agreement. Given these risks and that the expense of litigation could easily dwarf the amount of the severance and leave payouts, it is recommended that the Board vote to ratify the Agreement as written and abide by its terms.