

AGREEMENT FOR COUNTY ATTORNEY SERVICES

This Agreement made and entered into this 21 day of July, 2026, by and between LEVY COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and the law firm of Constangy, Brooks, Smith & Prophete ("Law Firm") for the provision of County Attorney services as more particularly set forth herein.

WITNESSETH

WHEREAS, the County has selected Law Firm to provide legal services as county attorney as a result of the County's Request for Proposals (RFP) No. [2026-07]; and

WHEREAS, Law Firm has the ability to render the services as required by the County as set forth herein; and

WHEREAS, the County seeks to engage Law Firm to serve as county attorney.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. RECITALS. The above recitals are true and correct and are incorporated herein as essential terms of this Agreement.

ARTICLE II. SCOPE OF SERVICES. Law Firm shall provide county attorney services in accordance with the Scope of Services set forth in Exhibit A attached hereto and incorporated by reference.

ARTICLE III. COMPENSATION AND INVOICES.

3.1 Compensation. Compensation under this Agreement shall be as set forth in Exhibit "B" attached hereto and incorporated by reference.

3.2 Invoices for General County Attorney Services. Law Firm shall submit an invoice for the compensation for General County Attorney Services on a monthly basis, which shall include, but are not limited to the following:

- a. Itemize the date of services.
- b. Identify the attorney and/or support personnel providing the services.
- c. List the time spent for each service or activity by tenths of an hour.
- d. Provide a detailed description of the services performed.
- e. State the fees for those services.
- f. Organize billing by department, type of services, and/or project.
- g. Itemize all associated costs and expenses related to the services.

3.3 Disputed Amounts. In the event a portion of an invoice submitted to the County for payment to Law Firm, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

ARTICLE IV. TERM AND TERMINATION.

4.1 The initial term of this Agreement shall be one (1) year from the date approved by the County, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement may be extended, upon mutual written agreement of the parties, for four (4) additional one (1) year terms or any other extension agreed to by the parties in writing.

4.2 Termination Without Cause. Either party may terminate this Agreement without cause by giving written notice to the other party of its intent to terminate this Agreement. Such written notice of intent shall be given sixty (60) days prior to the actual date of termination.

4.3 Termination With Cause. This Agreement may be terminated by the County if there is a material breach of this Agreement which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.

4.4 Upon such notification of termination, the parties shall cooperate to provide for an orderly transfer of responsibilities from Law Firm to its successor.

4.5 In the event sufficient budgeted funds are not available for a new monthly period, the County shall notify Law Firm of such occurrence and the Agreement shall terminate on the last day of the current monthly period without penalty or expense to the County. Such termination shall be deemed without cause.

4.6 The rights, duties and responsibilities of Law Firm shall continue in full force during the period of notice of termination set forth herein, regardless if for cause or without cause.

4.7 If the Agreement is terminated by the County as provided herein, Law Firm will be paid an amount which is equal to the total of all fees or costs incurred on or prior to the date of termination.

ARTICLE V. DESIGNATED PERSONNEL. Services provided by Law Firm to the County shall be rendered by Ray Poole, who is designated as the "County Attorney." Sonita Thompson and Ray Kitchen are designated as Assistant County Attorneys. Additional attorneys employed by Law Firm shall be used in the provision of legal services to the County on an as needed basis and at the direction of the County Attorney.

ARTICLE VI. INDEPENDENT CONTRACTOR. Law Firm is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the County. All persons engaged in the services provided herein shall at all times, and in all places, be subject to the Law Firm's sole discretion, supervision, and control. Law Firm does not have

the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for herein.

ARTICLE VII. OUTSIDE COUNSEL AND EXPERTS. From time to time, the Board may encounter issues which require retention of outside counsel or other experts with a specialized knowledge in a particular area. If such retention is required, Law Firm shall have the authority to use or retain on behalf of the County such additional experts or counsel that it deems necessary to implement the related objectives and programs of the County. Such retention shall be subject to the approval of the County Manager. Statements for fees and costs incurred by any approved consultant, expert or counsel, shall be first reviewed by Law Firm and, upon approval, submitted to the County Manager and/or the Board for payment, as appropriate. The County also has the authority to independently retain outside counsel as directed by the Board and/or County Manager.

ARTICLE VIII. CONTRACT ADMINISTRATION.

8.1 Law Firm shall accept direction from the Board; however, for ease and convenience of administration, the County hereby also designates its County Manager to provide policy direction and instructions to Law Firm in the administration of its duties hereunder to the extent that such direction and instruction does not conflict with the authority, policy or direction of the Board.

8.2 Law Firm shall be entitled to reasonably rely upon direction received from the County Manager.

ARTICLE IX: CONTRACTOR REQUIREMENTS & CERTIFICATIONS.

9.1 Law Firm hereby certifies that it is legally entitled to enter into this Agreement with the County and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

9.2 In connection with the services to be performed under this Agreement, Law Firm shall comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE X. GENERAL PROVISIONS.

10.1 Law Firm shall comply with the provisions of Chapter 119, Florida Statutes in the provision of the services provided herein to the County. Law Firm must comply with the public records laws, Florida Statute Chapter 119, specifically Law Firm must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If Law Firm transfers all public records to the County upon completion of the contract, Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Law Firm keeps and maintains public records upon completion of the contract, Law Firm shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

10.2 Insurance. During the term of this agreement, Law Firm shall maintain the insurance requirements as set forth on Exhibit "C" attached hereto.

10.3 Conflict of Interest. Law Firm represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of this legal services provided herein, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Law Firm shall promptly notify the County in writing of any circumstance or representation that may create a conflict of interest or other circumstance which may influence or appear to influence the Law Firm's judgment or quality of service. Law Firm shall abide by The Florida Bar's ethics rules and applicable provisions in Chapter 112, Florida Statutes, in the provision of the services provided herein.

10.4 Indemnification. Law Firm shall in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County), indemnify and hold harmless the County, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liability, losses, costs (including attorney's fees) arising out of any actual or alleged damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged negligent or intentionally wrongful act or omission of the Law Firm, any substitute, anyone direct

or indirectly employed by either of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by individual in the performance of the work; or liens, claims or actions made by the individual or any substitute or other party performing the work.

10.5 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for all legal actions necessary to enforce this agreement shall be in Levy County, Florida.

10.6 Entire Agreement. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.

10.7 Amendments. This Agreement may be amended only in writing upon mutual consent of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, unless otherwise expressly provided.

10.8 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County: County Manager
310 School Street, Bronson, FL 32621
Harper-Mary-Ellen@LevyCounty.org

Law Firm Constangy, Brooks, Smith & Prophete
200 West Forsyth Street, Suite 1700 Jacksonville, FL 32202-4317
rpoole@constangy.com

Either party may, by written notice given to the other party, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or e-mail or three days after the date mailed.

10.9 Anti-Human Trafficking

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of Law Firm must attest under the penalty of perjury that Law Firm does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is attached hereto as Exhibit "D" and incorporated herein by reference.

10.10 E-Verify. Law Firm warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Law Firm's subconsultants performing the duties and obligations of this Third Amendment are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Law Firm shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, Agreement with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Law Firm shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. County shall terminate this Third Amendment if it has a good faith belief that Law Firm has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Law Firm subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Law Firm to terminate its Agreement with the subconsultant and Law Firm shall immediately terminate its Agreement with the subconsultant. If County terminates this Agreement pursuant to the above, Law Firm shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Third Amendment was terminated. In the event of such Agreement termination, Law Firm shall also be liable for any additional costs incurred by County as a result of the termination.

10.11 Public Entity Crimes. Law Firm understands and acknowledges that this Agreement will be void, cancelled, and of no further force or effect, in the event the conditions under Section 287.133, Florida Statutes applies to the Law Firm, relating to conviction for a public entity crime.

10.12 Foreign Country of Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit is attached hereto as Exhibit "E."

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

LEVY COUNTY, FLORIDA

Tim Hodge, Chairman
Board of County Commissioners

ATTEST:

Date: _____

Matt Brooks, Clerk of the Circuit Court

LAW FIRM

Witnesses:

Print Name:

Date: _____

Signature

Print Name

Signature

Print Name

EXHIBIT A

SCOPE OF SERVICES

COUNTY ATTORNEY SERVICES

1. To perform the duties and responsibilities required pursuant to the local, state, and federal laws, rules, and regulations applicable to Levy County and the general laws of the State of Florida.
2. To advise, research, assist, and render written opinion to the County on a wide variety of legal areas, including but not limited to: general County law, labor law, general, state, and federal laws relating to County government, intergovernmental relations, and rules and regulations.
3. To serve as legal advisor and counselor for all departments and all of its officers in matters relating to their official duties. Provided, it should be noted that the County has retained separate outside counsel to serve as legal counsel to the Development Services Department.
4. To prepare, review, or advise on all contracts, bonds, and all other legal and official instruments in which the County is concerned and shall endorse on each his/her approval of the form and correctness.
5. To review all agenda items.
6. To advise, research and assist the County on a wide variety of legal areas including but not limited to: grants, budgets, bonds, user fees, impact fees, franchise fees, property taxes, special assessments, public disclosure issues, laws against discrimination, preparation of ordinances, resolution development and interpretation, housing, subdivision and land use law, comprehensive planning, zoning regulations and property rights, eminent domain, economic development activities, public utilities, code enforcement, building codes, real estate law annexations, contract law, environmental law, franchise law, County leases, purchasing and procurement, personnel matters including collective bargaining, union negotiations, arbitration, employee grievances, including advice on the creation of policies and procedures, litigation and trial activity, tort law and proactive methods to avoid litigation.
7. To prosecute and defend on behalf of the County all complaints, suits, and controversies in which the County is a party except where the County's defense is provided either by contract or law by a third party.
8. To furnish the County Commission, the Planning Commission, the County Manager, and the head of any department, his/her opinion on any question of law relating to any matter concerning their respective power and duties.
9. To advise the County Commission and Planning Commission as to their compliance or noncompliance with the provisions of Florida Statutes.

10. To attend all meetings of the County Commission and Planning Commission, unless excused, either in person or by his duly designated representative, to supply those legal services as may be needed during the meeting.
11. To provide Counsel and legal services for County boards, task forces, and committees duly authorized by the County Commission.
12. To assist the County in preparation, drafting, revisions of codes, ordinances, resolutions, amendments, leases, policy and procedural manuals, and other documents at the request of the County Commission and/or County Manager.
13. To prepare documents necessary for land purchases and/or sales, including development of proper legal descriptions for such real estate transactions.
14. To submit, as part of the annual budget process, anticipated expenditures and revenues.
15. To provide quarterly reports to the County Commission summarizing legal services activities.
16. To provide all required documentation to the external auditor as part of the annual audit.
17. To coordinate and supervise specialized legal services provided by outside counsel.
18. To keep the County Commission, Planning Commission, and County Manager informed of legislation or judicial opinions that have a potential impact on the County.
19. To meet with the County Manager and/or designee on an as-needed basis to provide for the operational necessity of the County.
20. To assist in preparation, drafting, revisions of contracts, amendments to the contracts, and other legal documents at the request of the Commission and/or County Manager.
21. To advise County Commission, Planning Commission, and County Manager periodically on Sunshine Law and public records law, home rule, legislative and quasi-judicial bodies; and all other areas of County law, legislative and judicial opinions that could potentially impact the County.
22. To perform any other duties as assigned, or as directed by the County Commission.

EXHIBIT B

COMPENSATION

Attached hereto and incorporated into this Agreement as Exhibit B are the pricing-related pages from the Contractor's Proposal, including the Cost Proposal, Pricing Schedule, Fee Schedule, Hourly Rates, and any other documents establishing the compensation to be paid under this Agreement.

Fee Schedule

Proposed Cost

Constangy, Brooks, Smith & Prophete, LLP proposes to provide the County Attorney services contemplated by this Request for Proposals for a monthly retainer of \$20,000.

The monthly retainer is intended to cover the routine legal services associated with serving as Levy County's primary legal counsel, including, but not limited to:

- Attendance at regular and special meetings of the Board of County Commissioners, Planning Commission, and other boards, committees, workshops, and meetings as requested by the County;
- Day-to-day legal counsel and consultation to the Board of County Commissioners, County Manager, constitutional officers, department directors, and County staff;
- Legal advice regarding governance, ethics, Florida Government in the Sunshine Law, and Florida Public Records Act compliance;
- Review, drafting, and revision of ordinances, resolutions, contracts, interlocal agreements, leases, policies, procedures, agenda items, and other routine legal documents;
- Legal advice regarding procurement, competitive solicitations, purchasing, contract administration, grants, and related operational matters;
- Routine legal research and written or verbal legal opinions regarding matters arising in the ordinary course of County operations;
- Advice regarding personnel matters, labor and employment issues, personnel policies, disciplinary matters, wage and hour compliance, leave administration, and related employment issues;
- Attendance at meetings and conferences reasonably necessary to provide ongoing legal services;
- Coordination and oversight of specialized outside counsel retained by the County;
- Preparation of quarterly activity reports and other routine reporting contemplated by the Professional Services Agreement; and
- General legal services customarily performed by a Florida County Attorney.

The monthly retainer is intended to provide Levy County with predictable legal costs while ensuring ready access to experienced legal counsel and the resources of a full-service law firm.

The monthly retainer includes reasonable after-hours availability for urgent County matters, emergencies, and time-sensitive issues requiring legal assistance outside normal business hours. It also includes travel time and travel expenses associated with services covered by the retainer, including attendance at meetings, workshops, conferences, and other routine County functions. Ordinary administrative expenses, including office overhead, technology, communications, legal

research, document preparation, routine copying, and standard office supplies, are likewise included within the monthly retainer.

Services outside the ordinary scope of County Attorney representation will be billed separately at the hourly rates set forth below. Such services include, but are not limited to:

- State and federal litigation;
- Appellate proceedings;
- Administrative litigation and evidentiary hearings;
- Labor arbitrations;
- Collective bargaining negotiations and impasse proceedings;
- Special investigations;
- Bond counsel and public finance matters;
- Specialized land use, environmental, or utility matters requiring extraordinary legal services;
- Complex real estate transactions;
- Major development agreements;
- Public-private partnership transactions;
- Special projects specifically requested by the County Commission that fall outside the routine responsibilities of the County Attorney; and
- Other extraordinary legal services not contemplated by the Request for Proposals.

Before undertaking any matter outside the scope of the monthly retainer, Constangy will consult with the County Manager or the Board of County Commissioners, as appropriate, regarding the anticipated scope of work, staffing, and estimated fees.

Hourly Rates

Professional	Hourly Rate
Ray Poole, Partner	\$375
Damon Kitchen, Partner	\$375
Sonita Thompson, Attorney	\$325
Associate Attorneys (if utilized)	\$275
Legal Assistants	\$175

No separate charges will be assessed for ordinary office overhead, legal research platforms, routine copying, technology, communications, or travel expenses associated with services included within the monthly retainer.

Constangy is committed to providing Levy County with transparent, predictable, and cost-effective legal services. We will work collaboratively with County leadership to distinguish between services included within the monthly retainer and extraordinary matters warranting separate billing and will communicate proactively regarding anticipated costs before significant work is undertaken.

EXHIBIT C

INSURANCE REQUIREMENTS

Law Firm shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below.

1. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the “A” category and size category of VIII. The individual’s self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County.
2. Professional Liability Insurance: Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 (exclusive of defense costs) per occurrence.
3. Workers' Compensation: Firm shall supply proof of coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.

EXHIBIT D

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I Ray Poole (insert name) as Partner on behalf of Law Firm under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Law Firm does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Law Firm does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.



Printed Name: Ray Poole

Title: Partner

Date: July 16, 2026

STATE OF Florida
COUNTY OF Duval

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by
J. Ray Poole as Partner on behalf of
Condeangy Brooks Smith + Prophete LLP, who is personally known to me or who
produced personally known as identification this 16th day of
July, 2026.



Notary Public

(Notary Seal)

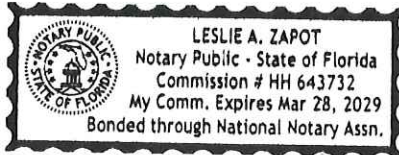


EXHIBIT E

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

I Ray Poole as Partner on behalf of Constangy, Brooks, Smith & Prophete LLP under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that Constangy, Brooks, Smith & Prophete LLP ("Vendor"):
 - a. Is not owned by the government of a foreign country of concern;
 - b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
 - c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.



Printed Name: Ray Poole
Title: Partner

Nongovernmental entity:

Constangy, Brooks, Smith & Prophete LLP

Date: July 16, 2026

STATE OF Florida

COUNTY OF Duval

SWORN TO AND SUBSCRIBED before me ☒ in person or _____ remote notarization by J. Ray Poole as Partner on behalf of Constangy Brooks Smith & Prophete, LLP, who is personally known to

me or who produced personally known as identification this
16th day of July, 2026.

Leslie A. Zapot
Notary Public

(Notary Seal)

