



AMENDMENT ONE TO THE AGREEMENT FOR SPECIAL LEGAL COUNSEL

This First Amendment ("Amendment") to the Agreement for Special Legal Counsel (the "Agreement") is entered into by and between:

1. The City of Key West (the "City"), a municipal corporation of the State of Florida, located at 1300 White St, Key West, FL 33040; and
2. Cynthia Hall ("Outside Counsel"), an attorney licensed in the State of Florida, with an address at [REDACTED] collectively referred to as the "Parties."

WHEREAS, on April 21st, 2025, the Parties entered into the Agreement for Special Legal Counsel (the "Original Agreement") to provide legal advice at a Special City Commission Meeting on April 21, 2025, involving certain personnel and labor matters;

WHEREAS, the City desires that Outside Counsel also attend and advise at a second City Commission Meeting scheduled for April 24, 2025, and further authorize Outside Counsel to consult and negotiate regarding a potential settlement agreement with the City Attorney, Ronald Ramsingh;

WHEREAS, Outside Counsel is agreeable to rendering additional legal services under the same general no-fee arrangement set forth in the Original Agreement; and

WHEREAS, the Parties now wish to amend the Original Agreement to reflect these changes.

1. DEFINED TERMS

1.1. Original Agreement: The Agreement for Special Legal Counsel executed by the Parties on April 21, 2025.

1.2. Effective Date of Amendment: This Amendment shall become effective upon the last date of signature by the Parties.

2. AMENDMENTS TO SCOPE OF SERVICES

2.1. Additional Meeting (April 24, 2025)

Outside Counsel agrees to attend in person for the City Commission Meeting scheduled for April 24, 2025, and provide legal advice on matters identical to those described in Section 3 of the Original Agreement.

2.2. Settlement Negotiations

Outside Counsel is hereby authorized to consult with and advise the City regarding settlement negotiations with City Attorney Ronald Ramsingh. This authority includes reviewing proposed settlement documents, participating in settlement discussions, and advising the City Commission, City Manager, and City's Legal Department as needed.

2.3. No Additional Attorney's Fees

No attorney's fees shall be assessed for this additional work. Reimbursement of any pre-approved out-of-pocket expenses will follow Section 2.2 of the Original Agreement.

3. NO OTHER MODIFICATIONS

3.1. Full Force and Effect

Except as modified herein, all other terms and conditions of the Original Agreement remain unchanged and in full force and effect.

3.2. Conflict

In the event of any conflict between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall govern.

4. COUNTERPARTS; ELECTRONIC SIGNATURES

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures transmitted electronically (e.g., via email or PDF) shall have the same binding effect as original signatures.

5. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below:

CITY OF KEY WEST

1300 White St

Key West, FL 33040

By: Brian Barroso

Name: Brian Barroso

Title: City manager for the City of Key West

Date: 4/22/25

CYNTHIA HALL

By: Cynthia L. Hall

Name: Cynthia Hall

Date: 4-22-2025

