



## **AGREEMENT FOR SPECIAL LEGAL COUNSEL**

**This 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]

**Effective Date:** This Agreement becomes effective on the date it is fully executed by both Parties (the "Effective Date").

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### **1. PURPOSE AND BACKGROUND**

#### **1.1. Purpose**

The City desires to retain Outside Counsel to serve as special legal counsel during a special City Commission meeting (the "Special Meeting") anticipated to be held on **Monday, April 21, 2025**, regarding several scopes including but not limited to: personnel actions involving the City Attorney, retention of labor counsel and any matters which may arise in relation. Outside counsel will also advise the City's legal department and the City manager on these same matters.

#### **1.2. Limited Scope of Representation**

Outside Counsel's representation is limited to providing legal advice and assistance at the Special Meeting and any immediate preparatory or follow-up tasks directly related to those matters which are anticipated to arise and which do arise at the Special Meeting. Any additional or continuing representation beyond this scope requires a separate written agreement or a written amendment to this agreement executed by both parties.

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## **2. NATURE OF THE ENGAGEMENT**

### **2.1. No Attorney's Fees**

Outside Counsel has agreed not to receive any compensation for professional services under this Agreement.

### **2.2. Expenses**

If Outside Counsel incurs reasonable out-of-pocket expenses (e.g., agreed travel costs, courier fees, document production) in connection with the Special Meeting, the City shall reimburse those expenses within 30 days, provided Outside Counsel submits the relevant invoices.

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## **3. SCOPE OF SERVICES**

### **3.1. Outside Counsel Duties**

**Advise the City Commission, the City's Legal Department, and the City Manager regarding the following matters:**

- Personnel actions involving the City Attorney, Ronald Ramsingh;
- Retention of labor counsel;
- Any matters which may arise during, and/or related to, the Special Meeting;
- Attend the Special Meeting in person, occupying the seat normally held by the City Attorney, and advise the City Commission, Mayor, or other authorized City officials on legal and procedural matters as they arise; and
- Communicate promptly with the City regarding any significant developments or issues.

### **3.2. No Expanded Representation**

Outside Counsel is not retained to provide services outside the scope set forth in this Agreement. Any other legal matters require a separate written agreement or amendment to this agreement.

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## **4. COMPLIANCE WITH FLORIDA LAW**

### **4.1. Public Records Law**

- The City is subject to Florida's public records laws, including Chapter 119, Florida Statutes.
- Certain communications or documents related to this Agreement may become public records unless they fall under an applicable exemption (e.g., attorney-client privileged communications).
- Outside Counsel shall work cooperatively with the City to ensure compliance with any public records requests while preserving confidentiality and privilege where permissible.

#### **4.2. Government in the Sunshine**

- The Special Meeting is governed by Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes).
- Nothing in this Agreement shall be interpreted to limit or circumvent any applicable open-government requirements imposed on the City.

#### **4.3. Sovereign Immunity**

- The City does not waive, and shall not be deemed to have waived, any rights or defenses of sovereign immunity under Florida law, including Section 768.28, Florida Statutes, or any other applicable authority.

### **5. CONFLICTS OF INTEREST AND ETHICAL COMPLIANCE**

#### **5.1. No Known Conflicts**

Outside Counsel represents that no conflict of interest currently exists that would prevent providing legal services under this Agreement.

#### **5.2. Disclosure of Conflicts**

If an actual or potential conflict of interest arises, Outside Counsel shall promptly notify the City. The City may then decide whether to waive the conflict in writing or terminate this Agreement under Section 9.

#### **5.3. Adherence to Professional Rules**

Outside Counsel shall comply with all applicable rules of professional conduct, including obligations relating to confidentiality, competence, and conflicts of interest.

### **6. CONFIDENTIALITY**

### **6.1. Attorney-Client Information**

Outside Counsel shall maintain the confidentiality of any privileged communications and information in accordance with Florida law and applicable rules of professional conduct. However, the City acknowledges that certain records may be subject to disclosure under Florida's Public Records Laws unless a valid exemption applies.

### **6.2. Media Inquiries**

Outside Counsel shall not speak to or release information to the media or any third party regarding this representation without prior written consent from the City, except where required by law or court order.

### **6.3. Data Security**

Outside Counsel shall employ reasonable measures to protect the City's confidential data and comply with any City policies regarding data security.

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## **7. INDEMNIFICATION**

### **7.1. Indemnity by the City**

To the extent permitted by Florida law, the City shall defend, indemnify, and hold Outside Counsel harmless from and against any third-party claims arising out of acts taken in good faith while performing services under this Agreement, except to the extent caused by Outside Counsel's gross negligence or willful misconduct.

### **7.2. No Waiver of Immunity**

Nothing in this Agreement waives any sovereign immunity or other legal protections afforded to the City under applicable law.

## **8. DURATION AND COMPLETION**

### **8.1. Term**

This Agreement commences upon the Effective Date and continues through the conclusion of the Special Meeting and any directly related post-meeting tasks.

### **8.2. Completion of Services**

Upon completion of the scope of services, Outside Counsel will promptly return or securely destroy any original City documents, retaining only those copies necessary to comply with professional obligations.

## **9. TERMINATION**

Either Party may terminate this Agreement at any time, for any reason, by giving written notice. Notice may be emailed by either party.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1. Governing Law and Venue**

This Agreement is governed by Florida law. Any dispute arising under or related to this Agreement must be brought in a court of competent jurisdiction in Monroe County, Florida.

### **10.2. Waiver of Jury Trial**

Each Party waives any right to a jury trial in connection with any dispute arising from this Agreement.

### **10.3. Entire Agreement**

This Agreement reflects the entire understanding of the Parties regarding the subject matter and supersedes any prior or contemporaneous agreements, whether written or oral.

### **10.4. Amendments**

No modification or amendment shall be valid unless in writing and signed by both Parties.

### **10.5. Severability**

If any provision of this Agreement is declared invalid, the remaining provisions shall remain in full force and effect.

### **10.6. Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original. An electronic or facsimile signature shall be treated as an original for all purposes.

## 11. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates indicated 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: 4/21/25

### CYNTHIA HALL

By: Cynthia L. Hall

Name: Cynthia Hall

Date: 4-21-2025