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September 24, 2025

VIA EMAIL & DOCUSIGN:
City of Key West
Mayor Danise Henriquez and Commissioners
1300 White Street
Key West, FL 33040
c/o Kendal L. Harden, Interim City Attorney
Kendal.Harden@cityofkeywest-fl.gov

Re: Engagement Letter – City Attorney

Dear Mayor Henriquez and Commissioners:

We are pleased to have the opportunity to work together on this matter and appreciate the confidence you have placed in me.

We believe it is important that we both have a clear understanding, in writing, of the scope of the engagement and our role in this matter. Consequently, this representation is limited to the matter described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf, unless we enter into a separate engagement letter.

Scope and Term of Representation

I will serve as City Attorney for the City of Key West ("The City," "you," and "your"). This agreement shall become effective October 13, 2025.

Billing, Fees, Expenses, and Payment of Invoices

Our Firm will charge for our professional services on an hourly basis. I will perform most of the legal work on this matter and serve as lead attorney. My current rate is $825.00 per hour but I am happy to reduce it to $495.00 per hour as a courtesy to the City of Key West and agree that I won't raise that rate during the term of this engagement. We reserve the right to utilize other members of the Firm whenever, in our discretion, we deem it appropriate, and if we do so, we will similarly discount their rates. I will use other lawyers in my firm only if necessary and will first elect to use the services of the existing Key West lawyers. If requested, we will be glad to provide you with a schedule of rates presently in effect for all individuals performing work on this matter.

In addition to our professional services, we will bill you for all disbursements and out-of-pocket expenses made or incurred on your case. These typically include items such as document reproduction,

travel expenses, out of the ordinary mailing charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you to cover such expenses.

You will be billed periodically, usually monthly. Bills are due within seven (7) days of receipt of the invoice. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. If you disagree with any amount you have been charged, you agree to communicate such disagreement to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill or charge that is not communicated to us within that period will be deemed waived.

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue other remedies, including the right to charge you interest of 1.5% per month for any invoice which has not been paid within thirty (30) days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel if you fail to honor your agreement with respect to our legal fees, for any just reason as permitted or required under the Florida Code of Professional Responsibility, or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, you and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of you and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Orange County, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

It is possible that one or more of our present or future clients have or will have matters adverse to you. If that is the case, we will seek your guidance and advice about whether a conflict waiver is appropriate.

No Representation of Corporate Affiliates

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent The City of Key West and that we are not being engaged to

represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees.

Termination

The parties agree to provide thirty (30) days' notice to each other in the event either party desires to terminate this agreement, except that either party can terminate this agreement, and our representation of you with less notice if the terminating party believes termination is required on an emergency or time-sensitive basis. Upon termination by either party, we shall provide a final invoice, which the City agrees to pay for services rendered up to the date of termination. It is the goal of the parties hereto that this engagement shall be less than one year, and will work together to end this agreement when the City is in a position to hire a replacement city attorney.

Client Review

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party, attorney, or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.

Electronic Data

This is notice and disclosure that the Firm presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm takes measures that it understands to be reasonable and consistent with current business practices to protect that information.

Indemnification

The City agrees to fully and completely defend and indemnify DownsAaron, PLLC and Mayanne Downs, individually, for any and all claims brought in connection with work done and/or services provided to and/or on behalf of the City of Key West, and shall defend and indemnify immediately upon any lawsuit or other claim being filed, and continuing through final resolution of any lawsuit or claim, to the fullest extent of the law. It is the intent of the parties hereto that this provision be interpreted as broadly as possible in providing defense and indemnification hereunder.

Outcome or Result

We will strive to do our best to meet your needs in this and any other matter we undertake for you. Either at the commencement, or during the course of representation, we may express opinions or beliefs concerning the matter, litigation, or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant, or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties, or guarantees concerning the outcome of this or any representation we undertake. We will give you our

best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

File Retention

Following the termination of this representation, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.

Entire Agreement

These terms constitute our entire Agreement for the representation of The City in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or email. The Agreement is binding on you and on DownsAaron PLLC, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by signing in the space provided below and return it to our offices.

We appreciate the confidence and trust you have placed in us as your legal counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely,

Mayanne Downs

[SIGNATURES ON FOLLOWING PAGE]

The terms of this representation are accepted on _____.

By: _____
The City of Key West

Name: Danise Henriquez

Title: Mayor of the City of Key West