

SETTLEMENT AGREEMENT

WHEREAS, on or about November 26, 2024, Steve Williamson, Village Manager of the Village of Key Biscayne, Florida (the “Village”) (hereinafter the “Village Manager”) implemented a media policy for the Village’s staff (the “Media Policy”);

WHEREAS, on or about June 25, 2025, Miami Fourth Estate, Inc., d/b/a the Key Biscayne Independent (the “Independent”) filed a lawsuit against the Village in the United States District Court for the Southern District of Florida, bearing Case No. 1:25-cv-22838 (the “Lawsuit”), challenging the Media Policy under the First Amendment;

WHEREAS, on or about October 8, 2025, the Village Manager rescinded the Media Policy; and

WHEREAS, on November 18, 2025, the Village’s Council passed Resolution 2025-54 expressing support for the Village Manager’s rescission of the Media Policy; and

WHEREAS, the Independent and the Village (collectively, the “Parties”) support the fundamental right to freedom of speech and freedom of the press under the First Amendment; and

WHEREAS, although the Parties disagree as to the legality of the Media Policy, the Parties wish to amicably resolve all of the claims, potential claims, actions and causes of action arising from the events set forth in the Lawsuit that the Independent has or may have had against the Village and Village Manager from the beginning of the world through the date of this Settlement Agreement in order to avoid unnecessary, costly litigation;

WHEREAS, the term the “Village” as used throughout this Settlement Agreement shall include its respective elected officials, agents, attorneys, present and past employees, representatives, successors, assigns, and any person, partnership, corporation, association, organization or entity acting on behalf of the Village’s respective interest, or acting with or on behalf of the Village personally, officially, or in any capacity whatsoever, past or present;

WHEREAS, the term the “Village Manager” as used throughout this Settlement Agreement shall include Steve Williamson and any of his successors, agents, or assignees; and

WHEREAS, the term the “Independent” as used throughout this Settlement Agreement shall include its respective officials, affiliates, agents, attorneys, present and past employees, representatives, successors, assigns, and any person, partnership, corporation, association, organization or entity acting directly in the Independent’s respective interest, or acting with or on behalf of the Independent personally, officially, or in any capacity whatsoever, past or present;

NOW, THEREFORE, in consideration of the above recitals, the covenants and undertakings contained herein, as well as the terms described below, and other good and valuable consideration, the receipt of which is hereby acknowledged, and the Parties voluntarily stipulating

and agreeing to settle and release all pending and contemplated claims, appeals, and/or other legal proceedings against the Village and the Independent agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Within thirty (30) days after the execution of this Settlement Agreement by the Parties, the Village will pay the sum of **\$25,000.00** to the Independent in consideration of settlement of the Independent's claims for attorney's fees and costs relating to the subject matter of the Lawsuit (the "Settlement Amount"). Payment of the Settlement Amount, along with the other terms identified herein, will be deemed to satisfy all of the Independent's claims against the Village in this Lawsuit.
3. The Village Manager will not reinstate the Media Policy.
4. The Village and the Village Manager agree that prior to the effective date of any potential, future policy relating to the Village's communications with the media, reasonable notice of such policy shall be provided to the public and such policy, including its proposed text in full, shall be placed on a Village Council agenda for review and public comment.
5. Within three (3) business days of the payment of the Settlement Amount, the Independent, through its respective counsel, shall dismiss the Lawsuit by filing a joint stipulation of dismissal with prejudice.
6. Except to the extent included in the Settlement Amount, the Independent and the Village shall bear their own attorney's fees and costs for all matters associated with the Lawsuit and the negotiation of this Settlement Agreement.
7. The Independent, including its respective agents, attorneys, insurers, successors, and assignees, does hereby fully and forever remise, release, acquit, satisfy, and forever discharge the Village of Key Biscayne, Florida and Steve Williamson, Village of Key Biscayne Manager in his official capacity, including their respective agents, attorneys, insurers, successors, employees, and assigns, of and from all claims, costs, attorneys' fees, expenses, compensation, losses, demands, and all manner of actions, causes, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions, whatsoever in law or in equity, which the Independent has or may have against the Village of Key Biscayne, Florida and Steve Williamson, Village of Key Biscayne Manager, from the beginning of the world to the date of the execution of this Settlement Agreement, for all claims that were raised or could have arisen in this Lawsuit (except for matters relating to the enforcement of this Settlement Agreement).

10. Each recital hereof is a material part of this Release and is a material inducement for the Parties to enter this Settlement Agreement.
11. Should either the Village or the Independent be required to take legal action to enforce any of the provisions of this Settlement Agreement, the prevailing party in such an action shall be entitled to all reasonable attorney's fees and costs incurred in such legal action (at both the trial and appellate levels).
12. This Settlement Agreement shall inure to the benefit of, and be binding upon, the Independent and its respective heirs, representatives, agents, attorneys, predecessors, successors, and assignees of any kind.
13. The Parties agree that should any provision of this Settlement Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement. The remainder of the Settlement Agreement shall be carried out as nearly as possible according to its original terms and intent, as if the invalid or unenforceable provision was not a part hereof.
14. This Settlement Agreement is deemed to have been drafted jointly by the Parties, it being the intent of the Parties that each be deemed to have participated in the Settlement Agreement's drafting equally.
15. The Parties represent and warrant that:
 - (a) they possess the authority to execute this Settlement Agreement;
 - (b) except as referenced herein, no conditions, representations, warranties, promises, covenants, statements, or provisions have been made other than as expressly stated in this Settlement Agreement;
 - (c) the Independent will not voluntarily assist any other person or entity in any claim of contribution, indemnity, subrogation, allocation, and/or apportionment against the Village with respect to the claims that were raised or could have arisen from the events set forth in this Lawsuit;
 - (d) the Parties have not made, and will not make, any assignment, conveyance, or transfer of any of the claims that were raised or could have arisen from the events set forth in this Lawsuit;
 - (e) the Parties have carefully read and fully understand the complete terms of this Settlement Agreement and the obligations and consequences of signing this Settlement Agreement;

- (f) the Parties have executed this Settlement Agreement knowingly and voluntarily and with the opportunity to consult with counsel;
- (g) the Parties have relied solely upon the terms of this Settlement Agreement and upon the advice of their own counsel, if any, in executing same; and
- (h) the Parties agree that they will execute any additional documentation reasonably necessary to process payment of the Settlement Amount from the Village and any other material terms of this Settlement Agreement.

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