

FLORIDA CONFERENCE OF DCA JUDGES LEGISLATIVE ADVISING SERVICES AGREEMENT

This Agreement is between the Florida Conference of District Court of Appeal Judges (Conference), The Florida Bar (Bar), and Paul M. Hawkes (Legislative Advisor), who, in consideration as stated below, agree as follows:

1. The Legislative Advisor agrees to serve as a legislative advisor to the Bar and the Conference in all those matters that affect the Bar and the Conference, with an emphasis on advocating to the Florida Legislature and Executive Branch agencies of Florida government on matters concerning the betterment of the judicial system of the state.
2. The Legislative Advisor will serve the Bar and the Conference for a term beginning upon execution of this agreement until August 31, 2023, or until the conclusion of the 2023 legislative session and any extended or special sessions, whichever is later.
3. Paul M. Hawkes will be the person responsible for the rendition of legislative advisor services pursuant to this Agreement. Other employees of the Legislative Advisor may assist in providing services pursuant to this agreement as deemed necessary by Paul M. Hawkes, after advising and securing the consent of the Executive Director of the Bar and the chair of the Conference.
4. The Legislative Advisor agrees to comply with all policies adopted by The Florida Bar Board of Governors, the Conference, and the rules of the Supreme Court of Florida, including but not limited to Fla. R. Gen. Prac. & Jud. Admin. 2.205(1)(a)(B). The Legislative Advisor further agrees to register with and report to the Legislative and Executive Branches of Florida Government as a lobbyist for both the Bar and the Conference, as required by those entities.
5. The Legislative Advisor agrees to support the Conference in fulfillment of the Conference's responsibilities under Fla. R. Gen. Prac. & Jud. Admin. 2.220(d), to cooperate and coordinate with other judicial conferences and the state courts administrator on all matters that have implications for the branch as a whole, consistent with the Conference's purpose as stated in 1 above and subject to the direction of the Chief Justice of the Supreme Court of Florida as the chief administrative officer of the judicial branch. The Legislative Advisor also agrees to cooperate and coordinate with other Bar Legislative Advisors in support of the administration of justice and subject to the direction of the Chief Justice of the Supreme Court of Florida as the chief administrative officer of the judicial branch.
6. The Legislative Advisor agrees that, if the Legislative Advisor, individually or the firm, will represent any client before the Florida Legislature other than set forth in the attached list, the Legislative Advisor will notify the Executive Director of the Bar, the chair of the Bar's Legislation Committee, and the chair of the Conference in writing at least five (5) days before initiation of any such representation.

7. The Legislative Advisor further agrees not advance on behalf of other clients any legislative position contrary to an official legislative position of the Bar, the Conference, or the Judicial Branch as determined by the Supreme Court of Florida. Potential or actual conflicts of interest will be communicated within 24 hours to the Executive Director of the Bar, the chair of the Conference, and the Chief Justice of the Supreme Court of Florida, to facilitate immediate resolution. If the conflict cannot be resolved to the satisfaction of the Bar, the Conference, and the Supreme Court, this contract will be terminated immediately.
8. The Legislative Advisor agrees to become familiar with current legislative matters that affect the Bar, the Conference, and the Judicial Branch as determined by the Supreme Court of Florida, to advise the Board of Governors of the Bar and the Conference on legislative matters, and to represent the Bar and the Conference before the Legislature and its committees and before Executive Branch agencies for the benefit of the Bar, the Conference, and the Judicial Branch as directed by the Board of Governors through its officers, Executive Director, or chief legislative counsel in consultation with the chair of the Conference and the Chief Justice of the Florida Supreme Court. If a conflict arises between the legislative position of the Bar, the Conference, and the Supreme Court of Florida and cannot be resolved to the satisfaction of the Bar, the Conference, and the Supreme Court, this contract will be terminated immediately.
9. The Bar agrees to pay the Legislative Advisor the sum of thirty-five thousand dollars (\$35,000) as follows: Seventeen thousand five hundred dollars (\$17,500) upon execution of this Agreement; and the remaining seventeen thousand five hundred dollars (\$17,500) to be paid on May 5, 2023. In addition, the Bar will reimburse the Legislative Advisor for actual out-of-pocket expenses in furtherance of contracted duties, including proportional shares of LobbyTools, mobile phone service, and other miscellaneous out-of-pocket expenses directly related to this Agreement. The Legislative Advisor will otherwise provide at its expense all office, stenographic services, and other expenses, facilities, and services suitable to the satisfactory performance of the duties and terms of this Agreement.
10. This is a personal service agreement and may be terminated upon the death or disability of Paul M. Hawkes. This Agreement is not assignable by any party and may be terminated by any party upon thirty (30) days' written notice being given or may be immediately terminated by the Bar, the Conference, or the Supreme Court, if any decides that the Legislative Advisor, including other employees of the Legislative Advisor, does not act within the best interests of the Bar, the Conference, or the Supreme Court.

WITNESS our signatures below:

DATED: 12/12/2022



Hon. Ivan F. Fernandez
President, Conference of DCA Judges

DATED: December 13, 2022



Joshua E. Doyle
Executive Director, The Florida Bar

DATED: December 12, 2022



Paul M. Hawkes
Legislative Advisor

Attachment: List of Clients
(See 6 above)