## The Florida Bar LEGISLATIVE ADVISING SERVICES AGREEMENT

This agreement is between The Florida Bar (Bar) and Stephen W. Shiver, Jr. of The Advocacy Group at Cardenas Partners, LLC (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 in the Bar's support of the budget and policy priorities of the judicial branch (collectively "judicial branch legislative agenda"), including but not limited to issues affecting the Florida Conference of District Court of Appeal Judges, the Conference of Circuit Court Judges of Florida, and the Conference of County Court Judges of Florida (collectively "Conferences"), consistent with the approval of these priorities by the Supreme Court of Florida and the direction of the Chief Justice as the chief administrative officer of the judicial branch.
- 2. The Legislative Advisor will coordinate with James Daughton and Aimee Diaz Lyon of Metz, Husband & Daughton, P.A., to support and advance the judicial branch legislative agenda.
- 3. The Legislative Advisor will serve the Bar for a term beginning upon execution of this agreement until August 31, 2024, or until the conclusion of the 2024 regular session of the Florida Legislature, and any extended or special sessions, or until any passed legislation is vetoed by the Governor, signed by the Governor, or becomes law without the Governor's signature, whichever is later.
- 4. The Legislative Advisor will be the person responsible for the rendition of legislative advisor services pursuant to this agreement. Other employees of the firm may assist in providing services pursuant to this agreement as deemed necessary by the Legislative Advisor, after advising and securing the consent of Mr. Daughton.
- 5. The Legislative Advisor agrees to comply with all policies adopted by the Bar and the intent of Florida Rule of General Practice and Judicial Administration 2.205(a)(1)(B). The Legislative Advisor further agrees to register with and report to the legislative and executive branches of Florida Government as a lobbyist for the Bar.
- The Legislative Advisor agrees to cooperate and coordinate with the Bar, the state courts administrator, and the Conferences on all matters that have implications for the judicial branch, pursuant to the Conferences' responsibilities under Florida Rule of General Practice and Judicial Administration 2.220(d).
- 7. The Legislative Advisor agrees to become familiar with current legislative matters that affect the Bar and the judicial branch, including the Conferences; to advise the Board of Governors of the Bar on legislative matters; and to represent the Bar before the Florida Legislature and its committees and before executive branch agencies for the benefit of the Bar and in furtherance of the Bar's support of the judicial branch legislative agenda as directed by the Board of Governors through its officers, executive director, or chief legislative counsel. If a conflict

- arises between the legislative position of the Bar and the judicial branch legislative agenda which cannot be resolved to the satisfaction of the Bar, this contract will be terminated immediately.
- 8. 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 and the chair of the Bar's Legislation Committee in writing at least five (5) days before initiation of any such representation.
- 9. The Legislative Advisor agrees not to advance on behalf of other clients any legislative position contrary to an official legislative position of the Bar or the judicial branch legislative agenda, except as provided in paragraph 10 of this agreement. Potential or actual conflicts of interest will be communicated within 24 hours to the executive director of the Bar to facilitate immediate resolution. If the conflict cannot be resolved to the satisfaction of the Bar, this contract will be terminated immediately.
- 10. The Bar agrees to pay the Legislative Advisor the sum of \$48,000 as follows: \$24,000 upon execution of this agreement; and the remaining \$24,000 to be paid on March 8, 2024. 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 the Legislative Advisor's expense all office, stenographic services, and other expenses, facilities, and services suitable to the satisfactory performance of the duties and terms of this agreement.
- 11. This is a personal service agreement and may be terminated upon the death or disability of the Legislative Advisor. 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, if the Bar decides that the Legislative Advisor, including other employees of the Legislative Advisor, does not act within the best interests of the Bar and the judicial branch.

WITNESS our signatures below:

DATED: 12/4/2023

Executive Director, The Florida Bar

IØSHUA E. DOYLE

DATED: 12/1/23

Stephen W. Shiver Jr. Y
The Advocacy Group at Cardenas

Partners, LLC
Legislative Advisor

**Attachment 1: List of Clients**