

FLORIDA BAR / FLA CONFERENCE OF DCA JUDGES / PAUL M. HAWKES AGREEMENT

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

A. 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.

B. The Legislative Advisor shall serve the Bar and the Conference for a term beginning upon execution of this agreement until August 31, 2020, or until the conclusion of the 2020 legislative session and any extended or special sessions thereof, whichever is later.

C. Paul M. Hawkes shall be the person responsible for the rendition of the Legislative Advisor services pursuant to this agreement. Other employees of Legislative Advisor may assist in providing services pursuant to this agreement as deemed necessary by Paul M. Hawkes upon advising the Executive Director of the Bar and the chair of the Conference and securing their consent.

D. The Legislative Advisor agrees to comply with all policies adopted by the Board of Governors of the Bar, the Conference, and the rules of the Florida Supreme Court, including but not limited to Fla. R. Jud. Admin. 2.205(a)(1)(B). The Legislative Advisor further agrees to properly register with and report to the Legislative and Executive Branches of Florida Government as a lobbyist for both the Bar and the Conference.

E. The Legislative Advisor agrees that if the Legislative Advisor is to represent any client before the Florida Legislature (other than set forth on the attached list), the Legislative Advisor shall so notify in writing the Executive Director of the Bar, the chair of the Bar's Legislation Committee, and the president of the Conference, at least five (5) days prior to initiation of any such representation by the Legislative Advisor.

F. The Legislative Advisor further agrees to not advance on behalf of other clients a 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 shall be communicated immediately (within 24 hours) to the executive director of the Bar, the president of the Conference, and the Chief Justice of the Supreme Court of Florida, to facilitate immediate resolution thereof. If the conflict cannot be resolved to the satisfaction of the Bar, the Conference,

and the Supreme Court, this contract shall be terminated immediately.

G. 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 president of the Conference and the Chief Justice of the Florida Supreme Court. Should a conflict arise between the legislative position of the Bar, the Conference, and the Supreme Court of Florida, if the conflict cannot be resolved to the satisfaction of the Bar, the Conference, and the Supreme Court, this contract shall be terminated immediately.

H. The Bar agrees to pay to the Legislative Advisor the sum of Thirty-five Thousand Dollars (\$35,000): Seventeen Thousand Five Hundred Dollars (\$17,500) payable upon execution of this agreement; the remaining Seventeen Thousand Five Hundred Dollars (\$17,500) to be paid on March 13, 2020. In addition, the Bar will reimburse Legislative Advisor for actual out-of-pocket expenses in furtherance of contracted duties. These expenses include such items as long distance telephone calls, proportional shares of Lobbytools and mobile phone service, and other miscellaneous out-of-pocket expenses directly related to this agreement. The Legislative Advisor shall 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.

I. 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 it decides that the Legislative Advisor or other employees of the Legislative Advisor does not act within the best interests of The Florida Bar or the Conference.

WITNESS our hands and seals as of the 10th day of September 2019.

Witness

Joshua E. Doyle

Joshua E. Doyle
Executive Director, The Florida Bar

Witness

Megan Menard
Witness Megan Menard

Brian Lambert

Hon. Brian Lambert, Judge
President, Florida Conference of
District Court of Appeal Judges

Witness

Emily Sowell
Witness Emily Sowell

Adele Hembree

Witness Adele Hembree

Paul M. Hawkes

Paul M. Hawkes
Legislative Advisor

Katherine M. Aubrey
Witness KATHERINE M. AUBREY