

THE FLORIDA BAR SECTION LEGISLATIVE ADVISING SERVICES AGREEMENT

THIS AGREEMENT is entered into pursuant to Standing Board Policy 9.51, by and between the ELDER LAW SECTION of THE FLORIDA BAR ("SECTION"), and BH & ASSOCIATES, INC. ("LEGISLATIVE ADVISOR"), who, in consideration as stated below, agree as follows:

1. **Term.** The LEGISLATIVE ADVISOR will serve from July 1, 2023 to June 30, 2024, as a legislative advisor for the SECTION. The LEGISLATIVE ADVISOR agrees to comply with all policies adopted by The Florida Bar (TFB) Board of Governors and by the SECTION.
2. **Services.**
 - a. The LEGISLATIVE ADVISOR will serve as the advisor regarding legislative, administrative and regulatory matters that affect the SECTION. **Brian Jogerst** will be the lead contact and will be primarily responsible for performing the services to the SECTION under this Agreement.
 - b. Other Clients
 - 1) The LEGISLATIVE ADVISOR agrees that, if the LEGISLATIVE ADVISOR individually or his/her firm are to represent any client before the Florida Legislature other than set forth in the attached list, the LEGISLATIVE ADVISOR will notify in writing the Executive Director of TFB, the chair of the Bar's Legislation Committee, and the chair of the SECTION in writing at least 2 days before initiation of any such representation by the LEGISLATIVE ADVISOR.
 - 2) The LEGISLATIVE ADVISOR further agrees not advance on behalf of other clients any legislative position contrary to an official legislative position of TFB or the SECTION.
 - a) Potential or actual conflicts of interest will be communicated within 24 hours to the Executive Director of TFB and the chair of the SECTION to facilitate immediate resolution.
 - b) If the conflict cannot be resolved to the satisfaction of TFB and the SECTION, this agreement will be terminated.
 - 3) The LEGISLATIVE ADVISOR and the SECTION acknowledge that the services to be provided under this Agreement are governed by TFB's Rules of Professional Conduct, including those provisions relating to conflict of interest between clients.
 - c. The LEGISLATIVE ADVISOR will work on TFB legislative matters only as directed by the Executive Director of TFB, when the Executive Director believes that such participation is necessary and in the best interest of the membership of TFB, unless conflict exists or it is inappropriate for the LEGISLATIVE ADVISOR to work on TFB legislative matters.

- 1) In this event, the cost of the LEGISLATIVE ADVISOR's time will be assessed against the SECTION.
 - 2) In this event, the LEGISLATIVE ADVISOR will advise the SECTION and track and report to the SECTION the costs incurred by the LEGISLATIVE ADVISOR.
- d. The LEGISLATIVE ADVISOR will coordinate all activities regarding the Florida Legislature that might affect the SECTION, which includes but is not limited to:
- 1) Identifying legislative issues likely to come before the Legislature during the term of the Agreement that will require services under the Agreement;
 - 2) Notifying the SECTION of any committee hearings of the Legislature that deal with issues that concern any area within the purview of the SECTION;
 - 3) Preparing presentations, when requested, to be made to legislators and their committee staff;
 - 4) Providing to the SECTION summaries of pre-filed and filed bills that deal with areas within the purview of the SECTION and copies of the actual bills when appropriate;
 - 5) Providing weekly reports during the legislative session on the status of legislative matters on which the SECTION has taken a position or has a pending legislative proposal, and providing reports on any new matters filed that are within the purview of the SECTION;
 - 6) Providing all services necessary to promote and support the SECTION's legislative proposals and other matters affecting the SECTION's areas of practice, and work with SECTION-designated contacts to obtain legislative sponsors for the SECTION's proposals;
 - 7) Using best efforts, while working with SECTION representatives, to ensure there is a diversity of legislators that sponsor SECTION legislation from year to year;
 - 8) Alerting the SECTION to the activities of other interested groups relating to legislative proposals promoted by, supported, or opposed by the SECTION; and
 - 9) Reporting on other matters that might affect, or be of interest to, the SECTION and its legislative program, including but not limited to regulation, rulemaking, and the provisions of technical assistance to the Executive Branch, executive branch agencies, and the Florida Legislature.
3. **Payment.** The SECTION will pay the LEGISLATIVE ADVISOR a fee of \$72,000, inclusive of all reasonable costs and expenses, to be paid in the following manner: July 1, 2023, October 1, 2023, January 1, 2024, and April 1, 2024.
4. **Termination.** This Agreement may be terminated by either party upon sixty (60) days' written notice being given or may be immediately terminated by TFB if it decides that the LEGISLATIVE ADVISOR or a member of the LEGISLATIVE ADVISOR's firm does not act within the best interest of TFB. In the event of such termination, the LEGISLATIVE ADVISOR will be entitled to payment of outstanding

fees. Monthly fees will be determined on a *pro rata* basis based on the number of days remaining in the applicable month.

5. Disclosure Requirements.

- a. Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity, including registering to represent a client and reporting compensation related to all lobbying activity for each client on a quarterly basis, with such compensation reports being subject to random audits. See Fla. Stat. § 11.045 & 112.3215. The SECTION and LEGISLATIVE ADVISOR agree and consent to the disclosure of any information in this Agreement by either party or by TFB as required by law.
- b. The Florida House of Representatives requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client, including specific bill numbers. The Florida House of Representatives also requires lobbying firms representing public sector clients to post lobbying contracts on this website.
- c. Florida lawyers who engage in lobbying activity for a client are bound by the Rules Regulating the Florida Bar that provide that information relating to a client's representation is confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives above is considered confidential by TFB. By entering into this Agreement, the SECTION consents to the disclosure of the required information.

6. Standing Board Policies.

- a. The LEGISLATIVE ADVISOR agrees to advocate for the SECTION only those positions that have been submitted under standing board policy 9.50.
- b. As required by standing board policy 9.51:
 - 1) The LEGISLATIVE ADVISOR agrees to attach to this agreement a list of current legislative clients of the LEGISLATIVE ADVISOR and the LEGISLATIVE ADVISOR's firm, and update that list at least annually; and
 - 2) The LEGISLATIVE ADVISOR agrees to communicate legislative or political developments that affect the judicial branch and bar to the Executive Director of The Florida Bar and its legislative affairs office.

7. Miscellaneous.

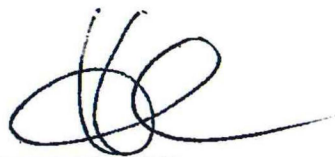
- a. The LEGISLATIVE ADVISOR agrees to identify him/herself always as a representative of the SECTION and not as a representative of TFB when working on SECTION matters.
- b. This Agreement will be governed by the laws of the State of Florida.
- c. This Agreement is not assignable by either party.
- d. All notices provided under this Agreement will be in writing and addressed to the undersigned persons and their designees at their email and mailing addresses as set forth in the membership records of TFB.
- e. This Agreement represents the entire agreement of the parties and may be amended only by a written instrument signed by all parties, unless a document is

referenced in this Agreement and attached; then it is part of this Agreement as if fully incorporated herein.

- f. This Agreement may be executed in counterparts manually or by electronic means, all of which together will constitute one instrument that will be the Agreement.

WITNESS our signatures below.

DATED: June 19, 2023



HOWARD KROOKS, Chair
Elder Law Section
The Florida Bar

DATED: July 28, 2023



JOSHUA E. DOYLE
Executive Director
The Florida Bar

DATED: June 19, 2023



BRIAN B. ROGERS
Legislative Advisor

Attachment 1: List of Clients

Brian B. Jogerst – All legislative and executive

- Academy of Florida Elder Law Attorneys
- Astellas Pharma US, Inc.
- Baptist Health
- Brooks Rehabilitation
- Florida Association of Healthy Start Coalitions
- Florida Bar, Elder Law Section
- Florida Breast Cancer Foundation
- Florida Health Care Association
- Health Network One/HN1
- Hopebridge
- Horizon Therapeutics
- HS1 Medical Management
- Johns Hopkins All Children's Hospital
- Lakeland Regional Medical Center
- Nemours Foundation
- Nicklaus Children's Health System
- Otsuka America Pharmaceutical, Inc
- Pharmaceutical Research and Manufacturers of America
- Shatterproof
- Wolfson Children's Hospital