

Real Property, Probate and Trust Law Section
Executive Council Meeting
The Four Seasons
Orlando, Florida
December 10, 2022
9:00 a.m.

Agenda

- I. **Presiding** — *Sarah Butters, Chair*
- II. **Secretary's Report** — *Sancha Brennan, Secretary*
 1. Motion to approve the minutes of the October 1, 2022 meeting of the Executive Council held at the Harborside Inn in Bar Harbor, Maine. **p. 8**
 2. Meeting Attendance. **p. 10**
- III. **Chair's Report** — *Sarah Butters, Chair*
 1. Thank you to our Sponsors!
 2. Introduction and comments from Sponsors. **p. 25**
 3. Milestones.
 4. Interim Actions Taken by the Executive Committee.
 - a. Recommendation to the Florida Realtor Attorney Joint Committee. **p. 28**
 5. 2022-2023 Executive Council Meetings. **p. 30**
 6. General Comments of the Chair.
 - a. Formation of three new committees:

GS Division – Ad Hoc Bylaws Committee
William T. Hennessey, III and Robert S. Swaine, Co-Chairs

GS Division – Ad Hoc Series LLC Committee
James C. Russick, James A. Marx, and Michael A. Sneeringer,
Co-Chairs

RP Division – Ad Hoc UCRERA Committee
Manual Farach, Chair
James C. Russick and Jason M. Ellison, Co-Vice Chairs

- b. Appointment of Liaison to Florida State Guardianship Association – Stephanie Cook, Liaison

IV. Board of Governors Report— Gary S. Lesser, Florida Bar President; Roland Sanchez-Medina, Liaison

V. Chair-Elect's Report — Katherine Frazier, Chair-Elect

1. 2023-2024 Executive Council meetings. **p. 31**

VI. Treasurer's Report — Jon Scuderi, Treasurer

1. Statement of Current Financial Conditions. **p. 32**

2. Action Item:

Motion of the Budget Committee to approve the proposed Real Property, Probate and Trust Law Section Budget for the fiscal year 2023-2024. **p. 41**

VII. Director of At-Large Members Report — Steven H. Mezer, Director

VIII. CLE Seminar Coordination Report — Angela Adams (Probate & Trust) and Lee A. Weintraub (Real Property), Co-Chairs

1. Upcoming CLE programs and opportunities. **p. 52**

IX. Legislation Committee – Wilhelmina F. Kightlinger (Real Property) and Larry Miller (Probate & Trust), Co-Chairs

X. General Standing Division Report — S. Katherine Frazier, Division Director and Chair-Elect

Information Items:

1. **Communications Committee** - Michael V. Hargett, Chair

Update on Communications Contract and Schifino Lee introduction. **p. 54**

2. **Ad Hoc Bylaws Committee** – Robert S. Swaine and William T. Hennessey, III, Co-Chairs

Update on status.

3. **Ad Hoc Series LLC Committee** – James A. Marx, James C. Russick, and

Michael A. Sneeringer, Co-Chairs

Update on status

4. **Amicus Coordination Committee** - *Kenneth B. Bell, Gerald B. Cope, Jr., Robert W. Goldman and John W. Little, III, Co-Chairs*

Report on oral argument on Florida Supreme Court Workgroup regarding improved resolution of civil cases. **p. 75**

5. **Liaison with Clerks of Circuit Court** – *Laird A. Lile, Liaison*

Update on matters of interest.

6. **Liaison with TFB Pro Bono** – *Lorna E. Brown-Burton, Liaison*

Update on matters of interest.

7. **Membership and Inclusion Committee** – *S. Dresden Brunner, Chair*

Introduction of the Senior Partners Program and report.

XI. Real Property Law Division Report — *Wm. Cary Wright, Division Director*

General Comments and Recognition of Division Sponsors.

Action Item:

1. **Florida Realtor-Attorney Joint Committee** - *Colleen Sachs*

Motion to approve 2022 revisions to The Florida Realtors and The Florida Bar (“FR/BAR”) forms submitted by the Florida Realtor-Attorney Joint Committee, as follows: Comprehensive Rider to the Residential Contract For Sale and Purchase Rider A. Condominium Rider. **p. 84**

XII. Probate and Trust Law Division Report — *John C. Moran, Division Director*

General Comments and Recognition of Division Sponsors.

Information Item:

1. **Liaison with the Professional Fiduciary Council** – *Darby Jones, Liaison*

XIII. Probate and Trust Law Division Committee Reports — *John C. Moran,*
Division Director

1. **Ad Hoc ART Committee** — Alyse Reiser Comiter, Chair; Jack A. Falk and Sean M. Lebowitz, Co-Vice Chairs
2. **Ad Hoc Committee on Electronic Wills** — Frederick “Ricky” Hearn, Chair; Jenna G. Rubin, Vice Chairs
3. **Ad Hoc Guardianship Law Revision Committee** — Nicklaus J. Curley, Stacey B. Rubel and David C. Brennan, Co-Chairs; Sancha Brennan, Vice Chair
4. **Ad Hoc Study Committee on Due Process, Jurisdiction & Service of Process** — Barry F. Spivey, Chair; Sean W. Kelley and Shelly Wald Harris, Co-Vice Chairs
5. **Asset Protection** — Michael Sneeringer, Chair; Richard R. Gans and Justin Savioli, Co-Vice-Chairs
6. **Attorney/Trust Officer Liaison Conference** — Mitchell A. Hipsman, Chair; Tae Kelley Bronner, Stacey L. Cole (Corporate Fiduciary), Michael Rubenstein, Gail G. Fagan, and Eammon W. Gunther, Co-Vice Chairs
7. **Charitable Planning and Exempt Organizations Committee** — Denise S. Cazobon, Chair; Kelly Hellmuth and Alyssa Razook Wan, Co-Vice-Chairs
8. **Elective Share Review Committee** — Jenna G. Rubin, Chair; Cristina Papanikos and Lauren Y. Detzel, Co-Vice-Chairs
9. **Estate and Trust Tax Planning** — Richard N. Sherrill, Chair; Al Stashis, Andrew Thompson and Sasha Klein, Co-Vice Chairs
10. **Guardianship, Power of Attorney and Advanced Directives** — Stacy B. Rubel, Chair; Elizabeth M. Hughes, Stephanie Cook, Caitlin Powell and Jacobeli Behar, Co-Vice Chairs
11. **IRA, Insurance and Employee Benefits** — Charles W. Callahan, III, Co-Chairs; Rebecca Bell and Rachel B. Oliver, Co-Vice-Chairs
12. **Liaisons with ACTEC** — Elaine M. Bucher, Tami F. Conetta, Thomas M. Karr, Charles I. Nash, L. Howard Payne and Diana S.C. Zeydel
13. **Liaisons with Elder Law Section** — Travis Finchum and Marjorie E. Wolasky
14. **Liaison with the FSGA** – Stephanie Cooke
15. **Liaisons with Tax Section** — William R. Lane, Jr., Brian Malec and Brian C. Sparks
16. **Liaison with Professional Fiduciary Council** — Darby Jones
17. **OPPG Delegate** — Nick Curley
18. **Principal and Income** — Edward F. Koren and Pamela O. Price, Co-Chairs, Jolyon D. Acosta and Keith B. Braun, Co-Vice Chairs
19. **Probate and Trust Litigation** — J. Richard Caskey, Chair; Cady Huss and R. Lee McElroy, IV, Co-Vice Chairs
20. **Probate Law and Procedure** — Theodore S. Kypreos, Chair; Benjamin F. Diamond, Stacey Prince Troutman, and Grier Pressley, Co- Vice Chairs
21. **Trust Law** — Matthew H. Triggs, Chair; Jennifer J. Robinson, David J. Akins, Jenna G. Rubin, and Mary E. Karr, Co-Vice Chairs
22. **Wills, Trusts and Estates Certification Review Course** — Rachel Lunsford, Chair; J. Allison Archbold, Eric Virgil, and Jerome L. Wolf, Co-Vice Chairs

XIV. Real Property Law Division Committee Reports — *Wm. Cary Wright, Division Director*

1. **Ad Hoc Hayslip** – Brian W. Hoffman, Chair; Michael V. Hargett and James C. Russick, Co-Vice Chairs
2. **Ad Hoc UCRERA** - Manuel Farach, Chair; Jason M. Ellison and James C. Russick, Co-Vice Chairs
3. **Attorney Banker Conference** — Salome J. Zikakis, Chair; Kristopher E. Fernandez, and R. James Robbins, Jr., Co-Vice Chairs
4. **Commercial Real Estate** — E. Ashley McRae, Chair; Brian W. Hoffman, Brenda B. Ezell, and Alexandra D. Gabel, Co-Vice Chairs
5. **Condominium and Planned Development** — Alexander B. Dobrev and Allison L. Hertz, Co-Chairs; Russel Robbins, Vice Chair
6. **Condominium and Planned Development Law Certification Review Course** — Jane L. Cornett and Christine M. Ertl, Co-Chairs; Allison L. Hertz, Vice Chair
7. **Construction Law** — Sanjay Kurian, Chair; Bruce D. Partington and Elizabeth B. Ferguson, Co-Vice Chairs
8. **Construction Law Certification Review Course** — Gregg E. Hutt, Chair; Jason J. Quinterro and Scott P. Pence, Co-Vice Chairs
9. **Construction Law Institute** — Brad R. Weiss, Chair; Deborah B. Mastin and Trevor B. Arnold, Co-Vice Chairs
10. **Development & Land Use Planning** — Colleen C. Sachs and Lisa B. Van Dien, Co-Chairs; Jin Liu, Vice Chair
11. **Insurance & Surety** —Katherine L. Heckert, Chair; Debbie S. Crockett, Vice Chair
12. **Liaisons with FLTA** — Alan K. McCall, Melissa Jay Murphy, Alan B. Fields and James C. Russick
13. **Liaison with American College of Real Estate Lawyers (ACREL)** — Martin A. Schwartz and William P. Sklar
14. **Liaison with American College of Construction Lawyers (ACCL)** — George J. Meyer
15. **Liaison with Florida Realtors** – Louis E. “Trey” Goldman
16. **Real Estate Certification Review Course** — Lloyd Granet, Chair; Martin S. Awerbach, Laura M. Licastro and Jason M. Ellison, Co-Vice Chairs
17. **Real Estate Leasing** —Christopher A. Sajdera, Chair; Kristen K. Jaiven and Ryan J. McConnell, Co-Vice Chairs
18. **Real Property Finance & Lending** — Jason M. Ellison, Chair; Deborah B. Boyd and Jin Liu, Co-Vice Chairs
19. **Real Property Litigation** — Manuel Farach, Chair; Amber E. Ashton, Amanda R. Kison and Shawn G. Brown, Co-Vice Chairs
20. **Real Property Problems Study** — Anne Q. Pollack, Chair; Susan K. Spurgeon, Reese J. Henderson Jr. and Brian W. Hoffman, Co-Vice Chairs
21. **Residential Real Estate and Industry Liaison**— Nicole M. Villarroel and Kristen K. Jaiven. Co-Chairs; James A. Marx and Richard S. McIver, Co-Vice Chairs
22. **Title Insurance and Title Insurance Industry Liaison**— Christopher W. Smart, Chair; Leonard F. Prescott, IV, Jeremy T. Cranford, and Michelle G.

Hinden, Co-Vice Chairs

23. **Title Issues and Standards** — Rebecca L.A. Wood and Amanda K. Hersem, Co-Chairs; Robert M. Graham, Karla J. Staker and Melissa Scaletta, Co-Vice Chairs

XV. General Standing Division Committee Reports — *Katherine Frazier, General Standing Division Director and Chair-Elect*

1. **Ad Hoc Bylaws** - Robert S. Swaine and William T. Hennessey, III, Co-Chairs
2. **Ad Hoc Civil Rules Revisions** – Michael V. Hargett and Shawn Brown, Co-Chairs
3. **Ad Hoc RTOD** — Steve Kotler and Chris Smart, Co-Chairs; Jeff Goethe, Vice Chair
4. **Ad Hoc Series LLC** - James A. Marx, James C. Russick and Michael A. Sneeringer, Co-Chairs
5. **Amicus Coordination** — Kenneth B. Bell, Gerald B. Cope, Jr., Robert W. Goldman and John W. Little, III, Co-Chairs
6. **Budget** — Jon Scuderi, Chair; Tae Kelley Bronner. Linda S. Griffin, and Pamela O. Price, Co-Vice Chairs
7. **Communications** – Michael V. Hargett, Chair; Laura Sundberg, Vice Chair
8. **CLE Seminar Coordination** — Lee A. Weintraub and Angela Adams, Co-Chairs; Alexander H. Hamrick, Hardy L. Roberts, III, Tatianna Brenes-Stahl, Silvia B. Rojas, and Stacy O. Kalmanson, Co-Vice Chairs
9. **Convention Coordination** —Deborah Boje, Chair; Tae Kelley Bronner and Yoshi Smith, Co-Vice Chairs
10. **Disaster and Emergency Preparedness and Response** —Colleen Sachs, Chair; Amy Beller and Michael Bedke, Co-Vice Chairs
11. **Fellows** — Christopher A. Sajdera and Angela Santos, Co-Chairs; Bridget Friedman and Terrance Harvey, Co-Vice Chairs
12. **Homestead Issues Study** — Jeff Baskies, Chair; Shane Kelley, Jeremy Cranford and Burt Bruton, Co-Vice Chairs
13. **Information Technology** — Hardy L. Roberts III, Chair; Alexander B. Dobrev, Jesse B. Friedman, Sean Lebowitz, and Jourdan Haynes, Co-Vice Chairs
14. **Law School Mentoring & Programing** — Johnathan Butler and Kymberlee Curry Smith, Co-Chairs; Guy Storms Emerich, Lilleth Bailey and Kristine L.Tucker, Co-Vice Chairs
15. **Legislation** — Larry Miller (Probate & Trust) and Wilhemina Kightlinger (Real Property), Co-Chairs; Travis Hayes and Nick Curley (Probate & Trust), Chris Smart, Manuel Farach and Arthur J. Menor (Real Property), Co-Vice Chairs
16. **Legislative Update (2022-2023)** — Brenda Ezell and Salome J. Zikakis, Co-Chairs; Gutman Skrande, Jennifer S. Tobin, and Kit van Pelt, Co-Vice Chairs
17. **Liaison with:**
 - a. **American Bar Association (ABA)** — Robert S. Freedman, Edward F. Koren, George J. Meyer and Julius J. Zschau
 - b. **Clerks of Circuit Court** — Laird A. Lile
 - c. **FLEA / FLSSI** — David C. Brennan and Roland D. “Chip” Waller

- d. **Florida Bankers Association** — Mark T. Middlebrook and Robert Stern
- e. **Judiciary** — Judge Mary Hatcher, Judge Hugh D. Hayes, Judge Margaret Hudson, Judge Mark A. Speiser, and Judge Michael Rudisill
- f. **Out of State Members** — Nicole Kibert Basler, John E. Fitzgerald, Jr., and Michael P. Stafford
- g. **TFB Board of Governors** — Roland Sanchez Medina
- h. **TFB Business Law Section** — Gwynne A. Young and Manuel Farach
- i. **TFB CLE Committee** — Angela Adams and Lee A. Weintraub
- j. **TFB Council of Sections** — Sarah Butters and S. Katherine Frazier
- k. **TFB Pro Bono Legal Services** — Lorna E. Brown-Burton
- 18. **Long-Range Planning** — S. Katherine Frazier, Chair
- 19. **Meetings Planning** — George J. Meyer, Chair
- 20. **Membership and Inclusion** — S. Dresden Brunner, Chair; Annabella Barboza, Vinette D. Godelia, Eryn Riconda, and Roger A. Larson, Co-Vice Chairs
- 21. **Model and Uniform Acts** — Patrick J. Duffey and Adele I. Stone, Co-Chairs; Chris Wintter and Amber Ashton, Co-Vice Chairs
- 22. **Professionalism and Ethics** — Andrew B. Sasso, Chair; Elizabeth A. Bowers, Alexander B. Dobrev, Rt. Judge Celeste Muir, and Laura Sundberg, Co-Vice Chairs
- 23. **Publications ActionLine** — Erin Finlen and Michael A. Bedke, Co-Chairs (Editors in Chief); Alexander Douglas, Daniel L. McDermott, Jeanette Moffa, Paul E. Roman, Seth Kaplan and Michelle Hinden, Co-Vice Chairs
- 24. **Publications Florida Bar Journal** — J. Allison Archbold (Probate & Trust) and Homer Duvall, III (Real Property), Co-Chairs; Marty J. Solomon and Mark Brown (Editorial Board — Real Property), Brandon Bellew, Jonathan Galler and Brian Sparks (Editorial Board – Probate & Trust), Co-Vice Chairs
- 25. **Sponsor Coordination** — Bill Sklar, Chair; Patrick C. Emans, Marsha G. Madorsky, Jason J. Quintero, J. Michael Swaine, Alex Hamrick, Rebecca Bell, and Arlene C. Udick, Co-Vice Chairs
- 26. **Strategic Planning** — Robert S. Freedman and William T. Hennessey, III, Co-Chairs
- 27. **Strategic Planning Implementation** — Robert Freedman, Andrew M. O'Malley, Robert S. Swaine, William T. Hennessey, III, and Debra L. Boje, Co-Chairs

XVI. Adjourn: Motion to Adjourn.

Real Property, Probate and Trust Law Section
Executive Council Meeting
Harborside Hotel & Spa
Bar Harbor, Maine
October 1, 2022
8:30 a.m.

Minutes

I. Presiding — Sarah Butters, Chair

The Chair called to the meeting to order at 8:32 am

II. Secretary's Report — Sancha Brennan, Secretary

Sancha Brennan presented the minutes of the July 23, 2022, meeting of the Executive Council held at The Breakers in Palm Beach, Florida for approval.

1. A motion was made to approve the minutes, which was seconded. The motion PASSED unanimously.
2. The meeting attendance roster was circulated.

III. Chair's Report — Sarah Butters, Chair

1. The Chair recognized and thanked the Section's General Sponsors and Friends of the Section in attendance
2. Chair Butters advised that since the last Executive Council meeting, the Executive Committee unanimously approved the branding and marketing contract with the Schifino Lee firm, presented by the Communications Committee
3. Chair Butters informed the Council of the sudden passing of longtime Orlando EC member, Russell Divine.
4. Chair Butters provided an update on the coming in-state meetings, particularly the next meeting in early December at the Four Seasons Resort in Orlando. Chair Butters announced that registration information would be forthcoming for that meeting and events and encouraged early registration, particularly for members looking forward to joining friends and colleagues at the Thursday night reception at Universal Studios, where she has secured some surprises at Diagon Alley. The next meeting will be held December 8-12th.
5. Chair Butters then welcomed Former Section Chair, Jerry E. Aron, who graciously shared his connection with Bar Harbor and his professional experience in representing a commercial property owner and the trials and tribulations of construction in rebuilding/restoring a historic building in Bar

Harbor. His presentation was interesting and informative and he concluded to a round of applause and resounding appreciation from all attendees.

6. Chair Butters provided some additional instructions for attendees participating in the excursions and reception and dinner for Saturday night, describing the location of the dinner to be held at the Bar Harbor Historical Society.

IV. Adjourn: Motion was made to adjourn, which was seconded and the meeting promptly concluded.

/s/ Sancha K. Brennan
Secretary

ATTENDANCE ROSTER
REAL PROPERTY PROBATE & TRUST LAW SECTION
EXECUTIVE COUNCIL MEETINGS
2022-2023

| Executive Committee | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|--|----------|-----|-------------------------------------|--|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Butters, Sarah S. Chair | | √ | √ | √ | | |
| Frazier, S. Katherine Chair-Elect & Div. Director General Standing | √ | | √ | | | |
| Wright, Wm. Cary Division Director Real Property | √ | | √ | | | |
| Moran, John C. Division Director Probate & Trust | | √ | √ | √ | | |
| Brennan, Sancha Secretary | | √ | √ | √ | | |
| Scuderi, Jon Treasurer | | √ | √ | | | |
| Kightlinger, Wilhelmina Legislation Co-Chair Real Property | √ | | √ | | | |
| Miller, Lawrence J. Legislation Co-Chair Probate & Trust | | √ | √ | | | |
| Adams, Angela M. CLE Co-Chair Probate & Trust | | √ | √ | | | |
| Weintraub, Lee A. CLE Co-Chair Real Property | √ | | √ | √ | | |
| Mezer, Steven H. Director At-Large Members | √ | | √ | | | |
| Swaine, Robert S. Immediate Past Chair | √ | | √ | | | |

| Executive Council Members | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|---|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Acosta, Jolyon Delphin | | √ | √ | | | |
| Akins, David J. | | √ | Z | √ | | |
| Alaimo, Marve Ann M. | | √ | √ | | | |
| Altman, Stuart H. | | √ | | | | |
| Archbold, J. Allison | | √ | √ | | | |
| Arnold, Casey | | √ | √ | | | |
| Arnold, Trevor | √ | | √ | | | |
| Aron, Jerry E. Past Chair | √ | | | √ | | |
| Ashton, Amber E. | √ | | √ | | | |
| Awerbach, Martin S. | √ | | Z | | | |
| Bald, Kimberly A. | | √ | √ | | | |
| Bailey, Lilleth | | √ | Z | | | |
| Ballaga, Raul | √ | | √ | | | |
| Barboza, Annabella | √ | | √ | | | |
| Baskies, Jeffrey | | √ | √ | | | |
| Battle, Carlos A. | | √ | √ | | | |
| Baumann, Phillip A. | | √ | √ | √ | | |
| Beales, III, Walter R. Past Chair | √ | | √ | | | |
| Bedke, Michael A. | √ | | √ | | | |
| Behar, Jacobeli J. | | √ | √ | | | |
| Belcher, William F. Past Chair | | √ | √ | | | |
| Bell, Kenneth B. | √ | | | | | |

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|--|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Bell, Rebecca Coulter | | √ | √ | √ | | |
| Beller, Amy | | √ | Z | | | |
| Bellew, Brandon D. | | √ | √ | | | |
| Bloodworth, Jennifer J. | √ | | Z | | | |
| Boje, Debra Lynn Past Chair | | √ | √ | | | |
| Bouchard, Eve | | √ | √ | | | |
| Bowers, Elizabeth A. | | | | | | |
| Boyd, Deborah | | √ | Z | | | |
| Braun, Keith Brian | | | Z | | | |
| Brenes-Stahl, Tattiana | | √ | Z/√ | | | |
| Brennan, David C. Past Chair | | √ | √ | | | |
| Bronner, Tae K. | | √ | √ | | | |
| Brown, Mark A. | √ | | | | | |
| Brown, Shawn | √ | | √ | | | |
| Brown-Burton, Lorna | √ | | Z | | | |
| Brunner, S. Dresden | | √ | Z | | | |
| Bruton, Jr., Ed Burt | √ | | Z/√ | | | |
| Bucher, Elaine M. | | √ | √ | | | |
| Butler, Johnathan | | √ | √ | | | |
| Callahan, Chad W. III | | | Z | | | |
| Caskey, John "Rich" | | √ | √ | | | |
| Cazobon, Denise | | | Z | | | |

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|--|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Christiansen, Patrick Past Chair | | | | | | |
| Christy, Erin Hope | √ | | √ | | | |
| Cole, Stacey L. | | √ | | | | |
| Coleman, Jami A. | | | | | | |
| Comiter, Alyse Reiser | | | | | | |
| Conetta, Tami F. | | √ | √ | | | |
| Cook, Stephanie | | √ | √ | | | |
| Cope, Jr., Gerald B. | | | Z | | | |
| Cornett, Jane Louise | √ | | √ | | | |
| Cranford, Jeremy | √ | | √ | | | |
| Crockett, Debbie | √ | | √ | | | |
| Curley, Nick | | √ | Z | √ | | |
| Detzel, Lauren Y. | | √ | √ | | | |
| Diamond, Benjamin F. | | √ | √ | | | |
| Diamond, Sandra F. Past Chair | | √ | √ | √ | | |
| Dobrev, Alex | √ | | √ | | | |
| Dollinger, Jeffrey | | | | | | |
| Douglas, Alexander | | √ | √ | | | |
| Dribin, Michael Past Chair | | √ | √ | √ | | |
| Duffey, Patrick J. | | √ | √ | | | |
| Duvall, III, Homer | √ | | √ | | | |
| Eckhard, Rick | | | | | | |

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|---|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Eisel, Jeffrey | | √ | √ | | | |
| Ellison, Jason M. | √ | | √ | | | |
| Emans, Patrick C | | √ | √ | | | |
| Emerich, Guy S. | | √ | Z | | | |
| Ertl, Christene M. | √ | | √ | | | |
| Evert, Jamison C. | | | | | | |
| Ezell, Brenda B. | √ | | √ | √ | | |
| Fagan, Gail | | √ | Z/√ | | | |
| Falk, Jr., Jack A. | | √ | Z | | | |
| Farach, Manuel | √ | | √ | √ | | |
| Felcoski, Brian J. Past Chair | | √ | √ | | | |
| Ferguson, Elizabeth B. | | | | | | |
| Fernandez, Kristopher E. | | | √ | | | |
| Fields, Alan B. | √ | | √ | | | |
| Finchum, Travis | | √ | √ | | | |
| Finlen, Erin F. | | √ | √ | | | |
| Fitzgerald, Jr., John E. | | √ | √ | | | |
| Freedman, Robert (Rob) Past Chair | √ | | Z | √ | | |
| Friedman, Bridget | | √ | √ | | | |
| Friedman, Jesse B. | | | Z | | | |
| Fugate, Norm | √ | √ | Z | | | |
| Gabel, Alexandra | | | | | | |

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|---|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Galler, Jonathan | | | | | | |
| Gans, Richard R. | | √ | √ | | | |
| Gelfand, Michael J Past Chair | √ | | √ | √ | | |
| George, Joseph P. | | √ | √ | √ | | |
| Godelia, Vinette D. | | | | | | |
| Goethe, Jeffrey S. | | √ | √ | | | |
| Goldman, Louis “Trey” | √ | | √ | | | |
| Goldman, Robert W. Past Chair | | √ | √ | | | |
| Goodall, Deborah P. Past Chair | | √ | √ | √ | | |
| Graham, Robert M. | | | | | | |
| Granet, Lloyd | √ | | √ | | | |
| Griffin, Linda S. | | | √ | | | |
| Grimsley, John G. Past Chair | | √ | | | | |
| Gunther, Eamonn W. | | √ | √ | | | |
| Guttmann, III, Louis B Past Chair | √ | | | | | |
| Hamrick, Alexander H | | √ | √ | | | |
| Hargett, Michael | √ | | √ | | | |
| Harris, Shelly W. | | √ | √ | | | |
| Harvey, Terrance | √ | | √ | | | |
| Hatcher, Hon. Mary | | | | | | |
| Hayes, Hon. Hugh D. | √ | √ | √ | | | |
| Hayes, Michael Travis | | √ | √ | | | |

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|--|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Haynes, Jourdan | | | | | | |
| Hearn, Frederick "Ricky" | | √ | √ | √ | | |
| Hearn, Steven L. Past Chair | | √ | Z | √ | | |
| Heckert, Katie | | | | √ | | |
| Hellmuth, Kelly | | √ | Z | | | |
| Henderson, Jr., Reese J. | | | | | | |
| Henderson, III, Thomas N. | | | Z | | | |
| Hennessey, William ("Bill") Past Chair | | √ | √ | | | |
| Hersem, Amanda | | | Z | | | |
| Hertz, Allison | √ | | √ | | | |
| Heuston, Stephen P. | | √ | Z/√ | | | |
| Hinden, Michelle | √ | | √ | | | |
| Hipsman, Mitchell Alec | | √ | √ | | | |
| Hoffman, Brian W. | √ | | √ | | | |
| Hudson, Hon. Margaret "Midge" | | √ | √ | | | |
| Hughes, Elizabeth | | √ | √ | | | |
| Huss, Cady L. | | √ | √ | | | |
| Hutt, Gregg Evan | √ | | √ | | | |
| Isphording, Roger O. Past Chair | | √ | | | | |
| Jaiven, Kristen King | √ | | √ | | | |
| Jarrett, Sharifa K. | | | | | | |
| Johnson, Amber Jade | | √ | √ | | | |

| Executive Council Members | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|--|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Jones, Darby | | √ | √ | | | |
| Jones, Frederick W. | √ | | √ | | | |
| Kalmanson, Stacy O. | √ | | √ | | | |
| Kangas, Michael R. | | √ | √ | | | |
| Kaplan, Seth | | √ | Z | | | |
| Karr, Mary E. | | √ | | | | |
| Karr, Thomas M. | | √ | | | | |
| Kayser, Joan B. Past Chair | | | | | | |
| Kelley, Rohan Past Chair | | √ | √ | √ | | |
| Kelley, Sean W. | | √ | √ | | | |
| Kelley, Shane | | √ | √ | | | |
| Kibert-Basler, Nicole | √ | | | | | |
| Kinsolving, Ruth Barnes Past Chair | | | | | | |
| Kison, Amanda | √ | | √ | | | |
| Klein, Sasha | | | | | | |
| Koren, Edward F. Past Chair | | √ | √ | | | |
| Kotler, Alan Stephen | | | Z | | | |
| Kurian, Sanjay | √ | | | | | |
| Kypreos, Theodore S. | | √ | √ | | | |
| Lane, Jr., William R. | | | | | | |
| Larson, Roger A. | √ | | √ | | | |
| Lebowitz, Sean | | √ | Z | | | |

| Executive Council Members | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|---------------------------------------|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Licastro, Laura | √ | | √ | | | |
| Lile, Laird A. Past Chair | | √ | √ | √ | | |
| Little, III, John W. | | | | | | |
| Liu, Jin | √ | | √ | | | |
| Lunsford, Rachel Albritton | | √ | Z | | | |
| Madorsky, Marsha G. | | √ | Z | | | |
| Malec, Brian | | √ | √ | | | |
| Marger, Bruce Past Chair | | | | | | |
| Marx, James A. | √ | | √ | | | |
| Mastin, Deborah Bovarnick | √ | | √ | | | |
| McCall, Alan K. | √ | | Z | | | |
| McConnell, Ryan | | | √ | | | |
| McDermott, Daniel | | √ | √ | | | |
| McElroy, IV, Robert Lee | | | Z | | | |
| McIver, Richard | √ | | √ | | | |
| McRae, Ashley E. | √ | | √ | | | |
| Medina, Roland Sanchez | | | √ | | | |
| Menor, Arthur J. | √ | | | | | |
| Meyer, George F. Past Chair | √ | | √ | | | |
| Meyer, Michael | √ | | Z | | | |
| Middlebrook, Mark | √ | | √ | | | |
| Moffa, Jeanette | | | | | | |

| Executive Council Members | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|--|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Muir, Hon. Celeste H. | | √ | √ | | | |
| Murphy, Melissa J. Past Chair | √ | | √ | √ | | |
| Nash, Charles I. | | √ | Z | | | |
| Neukamm, John B. Past Chair | √ | | | | | |
| Nguyen, Hung V. | | √ | √ | | | |
| Oliver, Rachel | | | | | | |
| O'Malley, Andrew M. Past Chair | √ | | Z | √ | | |
| Papanikos, Cristina | | √ | √ | | | |
| Partington, Bruce | | | | | | |
| Payne, L. Howard | | | | | | |
| Pence, Scott P. | √ | | √ | | | |
| Percopo, Joe | | √ | Z | | | |
| Pilotte, Frank | | | Z | | | |
| Pinnock, Duane L. | | | | | | |
| Pollack, Anne Q. | √ | | Z/√ | √ | | |
| Powell, Caitlin | | √ | √ | | | |
| Prescott, Leonard | √ | | √ | | | |
| Pressley, Grier James | | √ | √ | | | |
| Price, Pamela O. | | √ | Z | | | |
| Quintero, Jason | | | | | | |
| Redding, John N. | √ | | √ | | | |
| Riconda, Eryn | | √ | √ | | | |

| Executive Council Members | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|---|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Rieman, Alexandra V. | | √ | √ | | | |
| Robbins, Jr., R. James | √ | | Z/√ | | | |
| Robbins, Russell | | | | | | |
| Roberts, III, Hardy L. | | | | | | |
| Robinson, Jennifer | | | Z | | | |
| Rojas, Silvia B. | √ | | √ | √ | | |
| Rolando, Margaret A. Past Chair | √ | | √ | | | |
| Roman, Paul E. | | √ | √ | √ | | |
| Romano, Antonio | | | | | | |
| Rubel, Stacy | | √ | Z/√ | | | |
| Rubenstein, Michael | | | | | | |
| Rubin, Jenna | | √ | Z | | | |
| Rudisill, Hon. Michael | | | | | | |
| Russick, James C. | √ | | √ | | | |
| Sachs, Colleen C. | √ | | √ | | | |
| Sajdera, Christopher | √ | | √ | | | |
| Santos, Angela | | √ | √ | | | |
| Sasso, Andrew | | √ | Z | | | |
| Savioli, Justin | | | Z | | | |
| Scaletta, Melissa | √ | | √ | | | |
| Schwartz, Martin | √ | | | | | |
| Schwartz, Robert M. | √ | | √ | | | |

| Executive Council Members | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|---|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Seigel, Daniel A. | | √ | √ | √ | | |
| Shanks, David | √ | | √ | | | |
| Sheets, Sandra G. | | √ | √ | | | |
| Sherrill, Richard | | √ | √ | | | |
| Sklar, William P. | √ | | | | | |
| Skrande, Gutman | | | Z | | | |
| Smart, Christopher W. | | √ | √ | | | |
| Smith, Kymberlee C. | √ | | √ | | | |
| Smith, G. Thomas Past Chair/Honorary Member | √ | | | | | |
| Smith, Yoshimi O. | | √ | √ | | | |
| Sneeringer, Michael | | √ | √ | | | |
| Solomon, Marty | √ | | √ | | | |
| Sparks, Brian C. | | √ | √ | | | |
| Speiser, Hon. Mark A. | | √ | | | | |
| Spivey, Barry F. | | √ | √ | | | |
| Spurgeon, Susan K. | √ | | √ | √ | | |
| Stafford, Michael P. | | √ | √ | | | |
| Staker, Karla J. | | | √ | | | |
| Stashis, Alfred Joseph | | √ | Z | | | |
| Stern, Robert G. | √ | | √ | | | |
| Stone, Adele I. | √ | | Z | | | |
| Stone, Bruce M. Past Chair | | √ | | | | |

| Executive Council Members | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|---|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Sundberg, Laura K. | | √ | Z | √ | | |
| Swaine, Jack Michael Past Chair | √ | | √ | √ | | |
| Taft, Ellie | √ | | | | | |
| Taylor, Richard W. | √ | | Z | | | |
| Thomas, Hon. Patricia | | √ | | √ | | |
| Thompson, Andrew | | √ | √ | | | |
| Thornton, Kenneth E. | √ | | √ | | | |
| Tobin, Jennifer S. | √ | | Z/√ | | | |
| Triggs, Matthew H. | | √ | Z | | | |
| Troutman, Stacey Prince | | √ | Z | | | |
| Tschida, Joseph John | √ | | √ | | | |
| Tucker, Kristine L. | | √ | √ | | | |
| Udick, Arlene C. | √ | | √ | | | |
| Van Dien, Lisa Barnett | √ | | √ | | | |
| Van Lenten, Jason Paul | | | √ | | | |
| Van Pelt, Kit E. | | √ | Z | | | |
| Villarroel, Nicole Marie | √ | | √ | | | |
| Virgil, Eric | | √ | | | | |
| Waller, Roland D. Past Chair | √ | | √ | | | |
| Wan, Alyssa Razook | | | Z | | | |
| Warner, Richard | | √ | √ | | | |
| Weiss, Brad R. | √ | | √ | | | |

| Executive Council Members | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|--|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Wells, Jerry B. | | √ | | | | |
| Williams, Margaret A. | √ | | Z | | | |
| Williams, Jorja | | √ | √ | | | |
| Williamson, Julie Ann Past Chair | √ | | √ | | | |
| Wintter, Christopher | | √ | √ | | | |
| Wohlust, Gary Charles | | √ | √ | | | |
| Wolasky, Marjorie E. | | √ | √ | | | |
| Wolf, Jerome L. | | √ | √ | | | |
| Wood, Rebecca | √ | | √ | | | |
| Young, Gwynne A. | | √ | | | | |
| Zeydel, Diana S.C. | | √ | | | | |
| Zikakis, Salome J. | √ | | √ | | | |
| Zschau, Julius J. Past Chair | √ | | | | | |

| RPPTL Fellows | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|--------------------|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Boisrond, Sandra | | √ | √ | | | |
| Cummins, Amanda | | √ | √ | | | |
| Davis, Jade | √ | | √ | | | |
| Hernandez, Melissa | | | | | | |
| Mora, Jeanette | | √ | √ | | | |
| Mount, Shayla | | | | | | |
| Piezynski, Janaye | √ | | √ | √ | | |
| Reid, Taniguela | | √ | √ | | | |

| Legislative Consultants | Division | | July 21, 2022 Breakers, FL | Sept. 28, 2022 Bar Harbor, ME | Dec. 8, 2022 Orlando, FL | Feb 22, 2023 Sandestin, FL |
|-------------------------|----------|-----|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | RP | P&T | | | | |
| Brown, French | √ | | √ | | | |
| Dunbar, Marc | | | | | | |
| Dunbar, Peter M. | √ | | √ | √ | | |
| Edenfield, Martha Jane | | √ | √ | | | |



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|----------------------------|--|---------------------|--|
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**REAL PROPERTY,
PROBATE &
TRUST LAW
SECTION**



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BAR**

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November 18, 2022

Via E-Mail thill@floridabar.org

Terry L. Hill
Division Director, Programs
The Florida Bar
651 East Jefferson Street
Tallahassee, Florida 32399-2300

Re: Florida Realtor Attorney Joint Committee

Dear Terry:

Thank you for allowing the RPPTL Section to review the applicants for the Florida Realtor Attorney Joint Committee ("Joint Committee") and provide recommendations for the Board of Governors' consideration. The RPPTL Executive Committee's recommendations are as follows:

1st DCA

Colleen Sachs. Ms. Sachs has been practicing law since 1988, and a member of The Florida Bar since 1992. She has been active in the RPPTL Section since 1992. Ms Sachs has served on the following Committees: Florida Bar CLE Committee, FR/Bar Contract Subcommittee, Florida Bar Diversity & Inclusion Committee and Senior Lawyers Committee. Ms. Sachs currently serves on the Joint Committee and seeks reappointment for the January 1, 2023-December 31, 2024 term.

2nd DCA

John N. Redding. Mr. Redding has been a member of the Florida Bar for almost twenty years. He has both transactional and litigation experience. Mr. Redding has been very active in the Section, and is currently serving on the Joint Committee. He is seeking a reappointment for the January 1, 2023-December 31, 2024 term.

3rd DCA

Vanessa M. Bertran. Ms. Bertran graduated from law school in 2006 and is admitted to practice in Florida, Washington, D.C. and the United States District Court for the Middle District of Florida. She is insured to issue title under The Fund and Old Republic. Ms. Bertran specializes in transactional real estate and has been president of the Miami Real Estate Council for more than five years.

4th DCA

Kristen N. King Javien. Ms. Javien has been a member of the Florida Bar for almost nine years. She is currently a sole practitioner with an emphasis in real estate law. Prior to opening her firm in June of 2022, she was Vice President and General Counsel of a large real estate brokerage firm. Ms. Javien is very active in the RPPTL Section, currently serving as Co-Chair of the RREILs Committee. She is currently a member of the Joint Committee and seeks reappointment for the January 1, 2023-December 31, 2024 term.

5th DCA

Liron Offir. Mr. Offir has been a member of The Florida Bar for over fifteen years. He is active in the RPPTL Section as a member in the following committees: Title Issues & Standards, Homestead Problem Study, Real Property Litigation, Title Insurance and RREILs. Mr. Offir's relevant experience as a senior underwriting counsel for various underwriters will prove beneficial to the Joint Committee.

6th DCA

Patrick T. Christiansen. Mr. Christiansen has been a member of The Florida Bar for over 50 years and a member of the RPPTL Section since 1983. He has served the Section in various capacities, including Chair of the Section. He is currently a member of the Joint Committee for the 5th DCA, and his term expires December 31, 2022. Mr. Christiansen is seeking reappointment to the Joint Committee but as a representative for the newly-created 6th DCA. **Section recommends Mr. Christiansen for the 2-year term of January 1, 2023-December 31, 2024.**

Erin M. Miller. Ms. Miller has been a member of The Florida Bar for over ten years. She has specialized exclusively in real estate transactions since 2014 and is an active member the RREILs Committee. **The Section recommends Ms. Miller for the 1-year term of January 1, 2023-December 31, 2023.**

We thank you and the Board of Governors for allowing the RPPTL Section the opportunity to provide these recommendations.

Sincerely,



Sarah S. Butters,
Chair

RPPTL 2022-2023
Executive Council Meeting Schedule
Sarah Butters' Year

Limit 1 reservation per registrant, additional rooms will be approved upon special request.

NOTE- Committee meetings may be conducted virtually via Zoom prior to the Executive Council meeting weekend.

| Date | Location |
|--------------------------------|---|
| July 21 – July 24, 2022 | Executive Council Meeting & Legislative Update The Breakers Palm Beach, Florida Room Rate (Deluxe Room – King): \$250 Premium Room Rate: \$305 |
| September 28 – October 2, 2022 | Executive Council Meeting Opal Sands Harborside Bar Harbor, Maine Standard Guest Room Rate (King): \$318 Premium King: \$376 |
| December 8 – 12, 2022 | Executive Council Meeting Four Seasons Orlando, FL Standard Guest Room Rate: \$299 |
| February 22 – 26, 2023 | Executive Council Meeting Sandestin Golf and Beach Resort Destin, Florida Grand Complex 1 Bedroom: \$195 Hotel Effie Standard Guest Room Rate: \$244 |
| June 1 – June 4, 2023 | Executive Council Meeting & Annual Convention Opal Sands Delray (Contract Pending) Delray Beach, FL Standard Guest Room Rate: \$189 |

*Subject to availability

RPPTL 2023-2024
Executive Council Meeting Schedule
Katherine Frazier's Year

Limit 1 reservation per registrant, additional rooms will be approved upon special request.

NOTE- Committee meetings may be conducted virtually via Zoom prior to the Executive Council meeting weekend.

| Date | Location |
|--|---|
| July 19 – July 23, 2023 | Executive Council Meeting & Legislative Update The Breakers Palm Beach, Florida Room Rate (Deluxe Room – King): \$257 Premium Room Rate: \$314 |
| September 20 – September 24, 2023 | Executive Council Meeting Fairmont Le Chateau Frontenac Quebec City, Quebec, Canada Standard Guest Room Rate (King): \$359 CDN (Canadian Dollars) *Reminder – You will need your passport! |
| November 8 – November 12, 2023 | Executive Council Meeting JW Marriott Tampa Water Street Tampa, Florida Standard Guest Room Rate: \$259 King Suite Room Rate: \$289 |
| February 21 – February 25, 2024 | Executive Council Meeting Ritz Carlton Grande Lakes Orlando, Florida Standard Room Rate: \$359 JW Marriott Standard Room Rate: \$329 |
| May 29 – June 2, 2024 | Executive Council Meeting & Annual Convention Hyatt Regency Coconut Point Bonita Springs, Florida Standard Guest Room Rate: \$209 |

THE FLORIDA BAR
Real Property, Probate and Trust Law General
For the Four Months Ending October 31, 2022

| | October | YTD 2023 | YTD 22-23 Budget | YTD/YTD Variance (\$) | FY 22-23 Budget | YTD 2022 | YTD/Prior Variance (\$) | FYE Actual 2022 |
|---|----------------|------------------|---------------------|--------------------------|--------------------|------------------|----------------------------|--------------------|
| 3001-Annual Fees | 2,940 | 669,540 | 625,200 | 44,340 | 625,200 | 659,040 | 10,500 | 666,280 |
| 3002-Affiliate Fees | 120 | 12,020 | 5,000 | 7,020 | 5,000 | 9,900 | 2,120 | 10,780 |
| Total Fee Revenue | 3,060 | 681,560 | 630,200 | 51,360 | 630,200 | 668,940 | 12,620 | 677,060 |
| 3301-Registration-Live | 85,470 | 202,115 | 180,000 | 22,115 | 180,000 | 65,889 | 136,226 | 148,347 |
| Total Registration Revenue | 85,470 | 202,115 | 180,000 | 22,115 | 180,000 | 65,889 | 136,226 | 148,347 |
| 3351-Sponsorships | - | 208,750 | 180,000 | 28,750 | 180,000 | 188,750 | 20,000 | 198,750 |
| 3391 Section Profit Split | 98,796 | 265,219 | 260,000 | 5,219 | 260,000 | 206,806 | 58,413 | 451,920 |
| 3392-Section Differential | 2,580 | 6,420 | 15,000 | (8,580) | 15,000 | 4,440 | 1,980 | 18,300 |
| Other Event Revenue | 101,376 | 480,389 | 455,000 | 25,389 | 455,000 | 399,996 | 80,393 | 668,970 |
| 3561-Advertising | - | 2,000 | 18,000 | (16,000) | 18,000 | 6,030 | (4,030) | 8,969 |
| Other Revenue Sources | - | 2,000 | 18,000 | (16,000) | 18,000 | 6,030 | (4,030) | 8,969 |
| 3899-Investment Allocation | 86,753 | (31,403) | 148,906 | (180,309) | 148,906 | 84,048 | (115,451) | (347,542) |
| Non-Operating Income | 86,753 | (31,403) | 148,906 | (180,309) | 148,906 | 84,048 | (115,451) | (347,542) |
| Total Revenue | 276,659 | 1,334,662 | 1,432,106 | (97,444) | 1,432,106 | 1,224,904 | 109,758 | 1,155,804 |
| 4134-Web Services | 4,987 | 17,742 | 75,000 | (57,258) | 75,000 | 14,181 | 3,562 | 58,168 |
| 4311-Office Supplies | 41 | 105 | 5,000 | (4,895) | 5,000 | 424 | (319) | 1,672 |
| Total Staff & Office Expense | 5,028 | 17,848 | 80,000 | (62,152) | 80,000 | 14,605 | 3,243 | 59,841 |
| 5051-Credit Card Fees | 2,247 | 4,572 | 13,000 | (8,428) | 13,000 | 3,206 | 1,365 | 17,063 |
| 5101-Consultants | 30,000 | 41,366 | 120,000 | (78,634) | 120,000 | 30,000 | 11,366 | 108,634 |
| 5121-Printing-Outside | 685 | 14,105 | 120,000 | (105,895) | 120,000 | 18,457 | (4,352) | 79,170 |
| 5199-Other Contract Services | 26,640 | 26,640 | 125,000 | (98,360) | 125,000 | - | 26,640 | 2,500 |
| Total Contract Services | 59,572 | 86,683 | 378,000 | (291,317) | 378,000 | 51,663 | 35,020 | 207,367 |
| 5501-Employee Travel | 5,856 | 8,594 | 20,000 | (11,406) | 20,000 | 1,393 | 7,201 | 15,585 |
| 5531-Board/Off/Memb Travel | - | - | 20,000 | (20,000) | 20,000 | 6,602 | (6,602) | 9,895 |
| 5581-Consultant Travel | 5,181 | 13,815 | 15,000 | (1,185) | 15,000 | 5,543 | 8,272 | 5,543 |
| 5599-Other Travel | - | 1,410 | - | 1,410 | - | - | 1,410 | - |
| Total Travel | 11,037 | 23,819 | 55,000 | (31,181) | 55,000 | 13,537 | 10,282 | 31,023 |
| 6001-Post 1st Class/Bulk | - | 445 | 10,000 | (9,555) | 10,000 | 7,450 | (7,005) | 34,883 |
| 6211-Promot Exhibit Exp | - | - | - | - | - | - | - | 535 |
| 6251-Promotion Sponsorship | - | - | - | - | - | - | - | 500 |
| 6311-Mtgs General Meeting | 239,415 | 549,319 | 750,000 | (200,681) | 750,000 | 154,922 | 394,396 | 651,612 |
| 6319-Mtgs Other Functions | - | - | - | - | - | 163 | (163) | 2,139 |
| 6325-Mtgs Hospitality | - | 28,805 | 35,000 | (6,195) | 35,000 | 17,770 | 11,035 | 27,911 |
| 6399-Mtgs Other | - | - | 15,000 | (15,000) | 15,000 | 2,450 | (2,450) | 3,377 |
| 6401-Speaker Expense | - | - | 7,500 | (7,500) | 7,500 | - | - | 2,942 |
| 6451-Committee Expense | - | 32,075 | 100,000 | (67,925) | 100,000 | 25,650 | 6,425 | 91,776 |
| 6531-Brd/Off Special Project | - | 265 | 50,000 | (49,735) | 50,000 | - | 265 | 21,133 |
| 6599-Brd/Off Other | - | - | 15,000 | (15,000) | 15,000 | - | - | 727 |
| 7001-Grant/Award/Donation | - | 27 | 8,000 | (7,973) | 8,000 | 1,566 | (1,539) | 4,950 |
| 7003-Div Int Grants | - | 1,584 | 12,000 | (10,416) | 12,000 | - | 1,584 | 2,000 |
| 7004-Law School Prog. | 220 | 455 | 5,500 | (5,045) | 5,500 | - | 455 | 412 |
| 7006-Professional Outreach | - | - | 3,000 | (3,000) | 3,000 | - | - | - |
| 7011-Scholarship/Fellowship | - | 8,119 | 27,000 | (18,881) | 27,000 | 1,864 | 6,255 | 18,667 |
| 7999-Other Operating Exp | - | - | 5,000 | (5,000) | 5,000 | - | - | 3 |
| Total Other Expense | 239,635 | 621,093 | 1,043,000 | (421,907) | 1,043,000 | 211,836 | 409,257 | 863,567 |
| 8021-Section Admin Fee | 1,153 | 247,515 | 229,354 | 18,161 | 229,354 | 242,752 | 4,763 | 245,819 |
| 8101-Printing In-House | 239 | 333 | 2,000 | (1,667) | 2,000 | 584 | (251) | 2,769 |
| 8901-Eliminated IntEnt Exp | - | 2,500 | 3,000 | (500) | 3,000 | - | 2,500 | 6,000 |
| Total Admin & Internal Expense | 1,392 | 250,348 | 234,354 | 15,994 | 234,354 | 243,336 | 7,012 | 254,588 |
| 9692-Transfer Out-Council of Sections | - | 500 | 500 | - | 500 | 500 | - | 500 |
| Total InterFund Transfers Out | - | 500 | 500 | - | 500 | 500 | - | 500 |
| Total Expense | 316,664 | 1,000,290 | 1,790,854 | (790,564) | 1,790,854 | 535,477 | 464,813 | 1,416,886 |

Net Operations

| | | | | | | | |
|-----------------|----------------|------------------|----------------|------------------|----------------|------------------|------------------|
| <u>(40,005)</u> | <u>334,371</u> | <u>(358,748)</u> | <u>693,119</u> | <u>(358,748)</u> | <u>689,427</u> | <u>(355,055)</u> | <u>(261,082)</u> |
|-----------------|----------------|------------------|----------------|------------------|----------------|------------------|------------------|

THE FLORIDA BAR
Real Property Construction Law Institute
For the Four Months Ending October 31, 2022

| | October | YTD 2023 | YTD 22-23 Budget | YTD/YTD Variance (\$) | FY 22-23 Budget | YTD 2022 | YTD/Prior Variance (\$) | FYE Actual 2022 |
|---|----------------|----------------|---------------------|--------------------------|--------------------|---------------|----------------------------|--------------------|
| 3301-Registration-Live | - | - | 100,000 | (100,000) | 100,000 | - | - | 122,760 |
| 3331-Registration-Ticket | - | - | 2,000 | (2,000) | 2,000 | - | - | - |
| Total Registration Revenue | - | - | 102,000 | (102,000) | 102,000 | - | - | 122,760 |
| 3351-Sponsorships | 105,550 | 105,550 | 190,000 | (84,450) | 190,000 | - | 105,550 | 216,975 |
| Other Event Revenue | 105,550 | 105,550 | 190,000 | (84,450) | 190,000 | - | 105,550 | 216,975 |
| 3401-Sales-CD/DVD | 1,890 | 11,230 | 15,000 | (3,770) | 15,000 | 10,340 | 890 | 33,870 |
| 3411-Sales-Published Materials | - | - | 500 | (500) | 500 | - | - | - |
| Sales, Rents & Royalties Revenue | 1,890 | 11,230 | 15,500 | (4,270) | 15,500 | 10,340 | 890 | 33,870 |
| 3699-Other Operating Revenue | - | - | 800 | (800) | 800 | - | - | - |
| Other Revenue Sources | - | - | 800 | (800) | 800 | - | - | - |
| Total Revenue | 107,440 | 116,780 | 308,300 | (191,520) | 308,300 | 10,340 | 106,440 | 373,605 |
| 5051-Credit Card Fees | 3,556 | 3,883 | 4,000 | (117) | 4,000 | 236 | 3,646 | 5,179 |
| 5181-Speaker Honorarium | - | - | 5,000 | (5,000) | 5,000 | - | - | - |
| 5199-Other Contract Services | - | 675 | - | 675 | - | - | 675 | 1,269 |
| Total Contract Services | 3,556 | 4,558 | 9,000 | (4,442) | 9,000 | 236 | 4,321 | 6,448 |
| 5501-Employee Travel | - | - | 2,000 | (2,000) | 2,000 | - | - | 534 |
| 5571-Speaker Travel | - | - | 9,000 | (9,000) | 9,000 | - | - | 10,581 |
| Total Travel | - | - | 11,000 | (11,000) | 11,000 | - | - | 11,115 |
| 6001-Post 1st Class/Bulk | 70 | 140 | 25 | 115 | 25 | 6 | 133 | 261 |
| 6021-Post Express Mail | 22 | 67 | 200 | (133) | 200 | 175 | (108) | 325 |
| 6319-Mtgs Other Functions | - | 5,000 | 25,000 | (20,000) | 25,000 | - | 5,000 | 19,541 |
| 6321-Mtgs Meals | - | - | 75,000 | (75,000) | 75,000 | - | - | 102,477 |
| 6325-Mtgs Hospitality | - | - | 45,000 | (45,000) | 45,000 | - | - | 59,272 |
| 6341-Mtgs Equip Rental | - | - | 35,000 | (35,000) | 35,000 | - | - | 50,747 |
| 7999-Other Operating Exp | - | - | 1,500 | (1,500) | 1,500 | - | - | (15,623) |
| Total Other Expense | 93 | 5,207 | 181,725 | (176,518) | 181,725 | 181 | 5,026 | 217,000 |
| 8011-Administration CLE | - | - | 25,000 | (25,000) | 25,000 | - | - | 25,000 |
| 8101-Printing In-House | - | - | 2,000 | (2,000) | 2,000 | - | - | 737 |
| 8131-A/V Services | 42 | 147 | 3,250 | (3,103) | 3,250 | 336 | (189) | 5,672 |
| 8141-Journal/News Service | - | - | 1,650 | (1,650) | 1,650 | - | - | 425 |
| 8171-Course Approval Fee | - | - | 150 | (150) | 150 | - | - | 150 |
| Total Admin & Internal Expense | 42 | 147 | 32,050 | (31,903) | 32,050 | 336 | (189) | 31,984 |
| Total Expense | 3,691 | 9,912 | 233,775 | (223,863) | 233,775 | 754 | 9,158 | 266,548 |
| Net Operations | 103,749 | 106,868 | 74,525 | 32,343 | 74,525 | 9,587 | 97,282 | 107,057 |

THE FLORIDA BAR
Real Property Trust Officer Liaison Conference
For the Four Months Ending October 31, 2022

| | October | YTD 2023 | YTD 22-23 Budget | YTD/YTD Variance (\$) | FY 22-23 Budget | YTD 2022 | YTD/Prior Variance (\$) | FYE Actual 2022 |
|---|--------------|----------------|---------------------|--------------------------|--------------------|----------------|----------------------------|--------------------|
| 3301-Registration-Live | (8,550) | 220,123 | 160,000 | 60,123 | 160,000 | 176,710 | 43,413 | 176,610 |
| 3331-Registration-Ticket | 8,550 | 8,550 | 10,000 | (1,450) | 10,000 | - | 8,550 | - |
| Total Registration Revenue | - | 8,550 | 170,000 | 58,673 | 170,000 | 176,710 | 51,963 | 176,610 |
| 3341-Exhibit Fees | 73,400 | 73,400 | 40,000 | 33,400 | 40,000 | - | 73,400 | - |
| 3351-Sponsorships | (73,400) | 90,275 | 80,000 | 10,275 | 80,000 | 107,950 | (17,675) | 107,950 |
| Other Event Revenue | - | 163,675 | 120,000 | 43,675 | 120,000 | 107,950 | 55,725 | 107,950 |
| 3401-Sales-CD/DVD | 590 | 8,662 | 5,000 | 3,662 | 5,000 | 11,750 | (3,088) | 22,320 |
| 3411-Sales-Published Materials | - | - | 1,000 | (1,000) | 1,000 | - | - | - |
| Sales, Rents & Royalties Revenue | 590 | 8,662 | 6,000 | 2,662 | 6,000 | 11,750 | (3,088) | 22,320 |
| Total Revenue | 590 | 401,010 | 296,000 | 105,010 | 296,000 | 296,410 | 104,600 | 306,880 |
| 5051-Credit Card Fees | 22 | 7,276 | 8,000 | (724) | 8,000 | 3,892 | 3,384 | 6,648 |
| 5121-Printing-Outside | - | 107 | 2,500 | (2,393) | 2,500 | - | 107 | - |
| Total Contract Services | 22 | 7,383 | 10,500 | (3,117) | 10,500 | 3,892 | 3,491 | 6,648 |
| 5501-Employee Travel | - | 1,303 | 2,000 | (697) | 2,000 | 2,061 | (758) | 2,061 |
| 5571-Speaker Travel | 757 | 4,754 | 8,100 | (3,346) | 8,100 | 6,367 | (1,613) | 6,656 |
| Total Travel | 757 | 6,057 | 10,100 | (4,043) | 10,100 | 8,428 | (2,371) | 8,717 |
| 6001-Post 1st Class/Bulk | 90 | 90 | 1,000 | (910) | 1,000 | 85 | 5 | 85 |
| 6021-Post Express Mail | 11 | 62 | 150 | (88) | 150 | 101 | (39) | 297 |
| 6319-Mtgs Other Functions | - | 5,198 | 10,000 | (4,802) | 10,000 | 5,899 | (702) | 5,899 |
| 6321-Mtgs Meals | (135,288) | 63,970 | 57,000 | 6,970 | 57,000 | 48,345 | 15,625 | 48,345 |
| 6325-Mtgs Hospitality | 135,288 | 135,613 | 70,000 | 65,613 | 70,000 | 52,218 | 83,395 | 52,218 |
| 6341-Mtgs Equip Rental | - | 19,683 | 30,000 | (10,317) | 30,000 | 19,151 | 532 | 19,151 |
| 6399-Mtgs Other | - | 3,320 | - | 3,320 | - | 1,447 | 1,874 | 1,447 |
| 7999-Other Operating Exp | - | 4 | 1,000 | (996) | 1,000 | 2,869 | (2,865) | 2,869 |
| Total Other Expense | 101 | 227,940 | 169,150 | 58,790 | 169,150 | 130,114 | 97,825 | 130,310 |
| 8011-Administration CLE | - | 14,850 | 25,000 | (10,150) | 25,000 | 25,000 | (10,150) | 25,000 |
| 8101-Printing In-House | - | 6 | 3,000 | (2,994) | 3,000 | - | 6 | - |
| 8131-A/V Services | 35 | 5,120 | 7,000 | (1,880) | 7,000 | 5,280 | (160) | 5,427 |
| 8141-Journal/News Service | - | 850 | 1,600 | (750) | 1,600 | - | 850 | - |
| 8171-Course Approval Fee | - | - | 150 | (150) | 150 | - | - | 150 |
| Total Admin & Internal Expense | 35 | 20,826 | 36,750 | (15,924) | 36,750 | 30,280 | (9,454) | 30,577 |
| Total Expense | 916 | 262,206 | 226,500 | 35,706 | 226,500 | 172,714 | 89,492 | 176,252 |
| Net Operations | (326) | 138,804 | 69,500 | 69,304 | 69,500 | 123,696 | 15,108 | 130,628 |

THE FLORIDA BAR
Real Property Trust Attorney Loan Officer
For the Four Months Ending October 31, 2022

| | October | YTD 2023 | YTD 22-23 Budget | YTD/YTD Variance (\$) | FY 22-23 Budget | YTD 2022 | YTD/Prior Variance (\$) | FYE Actual 2022 |
|---|----------------|----------------|---------------------|--------------------------|--------------------|-------------|----------------------------|--------------------|
| 3301-Registration-Live | - | - | 12,500 | (12,500) | 12,500 | - | - | - |
| Total Registration Revenue | - | - | 12,500 | (12,500) | 12,500 | - | - | - |
| 3341-Exhibit Fees | - | - | 1,500 | (1,500) | 1,500 | - | - | - |
| 3351-Sponsorships | - | - | 8,000 | (8,000) | 8,000 | - | - | - |
| Other Event Revenue | - | - | 9,500 | (9,500) | 9,500 | - | - | - |
| 3401-Sales-CD/DVD | - | - | 2,000 | (2,000) | 2,000 | 150 | (150) | 150 |
| Sales, Rents & Royalties Revenue | - | - | 2,000 | (2,000) | 2,000 | 150 | (150) | 150 |
| Total Revenue | - | - | 24,000 | (24,000) | 24,000 | 150 | (150) | 150 |
| 5051-Credit Card Fees | - | - | 500 | (500) | 500 | 4 | (4) | 4 |
| Total Contract Services | - | - | 500 | (500) | 500 | 4 | (4) | 4 |
| 5501-Employee Travel | - | - | 1,250 | (1,250) | 1,250 | - | - | - |
| 5571-Speaker Travel | - | - | 4,000 | (4,000) | 4,000 | - | - | - |
| Total Travel | - | - | 5,250 | (5,250) | 5,250 | - | - | - |
| 6021-Post Express Mail | - | - | - | - | - | 1 | (1) | 1 |
| 6321-Mtgs Meals | 2,500 | 2,500 | 5,000 | (2,500) | 5,000 | - | 2,500 | - |
| 6325-Mtgs Hospitality | 3,000 | 3,000 | 5,000 | (2,000) | 5,000 | - | 3,000 | - |
| 6341-Mtgs Equip Rental | - | - | 3,000 | (3,000) | 3,000 | - | - | - |
| 7999-Other Operating Exp | - | - | 300 | (300) | 300 | - | - | - |
| Total Other Expense | 5,500 | 5,500 | 13,300 | (7,800) | 13,300 | 1 | 5,499 | 1 |
| 8011-Administration CLE | - | - | 6,000 | (6,000) | 6,000 | - | - | - |
| 8101-Printing In-House | - | - | 200 | (200) | 200 | - | - | - |
| 8131-A/V Services | - | - | 550 | (550) | 550 | - | - | - |
| 8141-Journal/News Service | - | - | 1,000 | (1,000) | 1,000 | - | - | - |
| 8171-Course Approval Fee | - | - | 150 | (150) | 150 | - | - | - |
| Total Admin & Internal Expense | - | - | 7,900 | (7,900) | 7,900 | - | - | - |
| Total Expense | 5,500 | 5,500 | 26,950 | (21,450) | 26,950 | 5 | 5,495 | 5 |
| Net Operations | (5,500) | (5,500) | (2,950) | (2,550) | (2,950) | 145 | (5,645) | 145 |

THE FLORIDA BAR
Real Property Convention
For the Four Months Ending October 31, 2022

| | October | YTD 2023 | YTD 22-23 Budget | YTD/YTD Variance (\$) | FY 22-23 Budget | YTD 2022 | YTD/Prior Variance (\$) | FYE Actual 2022 |
|---|---------|----------------|---------------------|--------------------------|--------------------|-------------|----------------------------|--------------------|
| 3301-Registration-Live | - | (1,011) | 60,000 | (61,011) | 60,000 | - | (1,011) | 97,357 |
| Total Registration Revenue | - | - | 60,000 | (61,011) | 60,000 | - | (1,011) | 97,357 |
| 3341-Exhibit Fees | - | - | 10,000 | (10,000) | 10,000 | - | - | - |
| 3351-Sponsorships | - | - | 10,000 | (10,000) | 10,000 | - | - | - |
| Other Event Revenue | - | - | 20,000 | (20,000) | 20,000 | - | - | - |
| Total Revenue | - | (1,011) | 80,000 | (81,011) | 80,000 | - | (1,011) | 97,357 |
| 5051-Credit Card Fees | - | (2) | 3,000 | (3,002) | 3,000 | - | (2) | (2) |
| Total Contract Services | - | (2) | 3,000 | (3,002) | 3,000 | - | (2) | (2) |
| 5501-Employee Travel | - | - | 5,000 | (5,000) | 5,000 | - | - | 5,774 |
| Total Travel | - | - | 5,000 | (5,000) | 5,000 | - | - | 5,774 |
| 6001-Post 1st Class/Bulk | - | - | 500 | (500) | 500 | - | - | 246 |
| 6311-Mtgs General Meeting | - | 387 | - | 387 | - | - | 387 | 4,903 |
| 6321-Mtgs Meals | - | - | 175,000 | (175,000) | 175,000 | - | - | 362,967 |
| 6341-Mtgs Equip Rental | - | - | 20,000 | (20,000) | 20,000 | - | - | 33,765 |
| 6361-Mtgs Entertainment | - | - | 40,000 | (40,000) | 40,000 | - | - | 50,646 |
| Total Other Expense | - | 387 | 235,500 | (235,113) | 235,500 | - | 387 | 452,526 |
| 8101-Printing In-House | - | - | 400 | (400) | 400 | - | - | - |
| Total Admin & Internal Expense | - | - | 400 | (400) | 400 | - | - | - |
| Total Expense | - | 385 | 243,900 | (243,515) | 243,900 | - | 385 | 458,297 |
| Net Operations | - | (1,396) | (163,900) | 162,504 | (163,900) | - | (1,396) | (360,941) |

THE FLORIDA BAR
Real Property Legislative Update
For the Four Months Ending October 31, 2022

| | October | YTD 2023 | YTD 22-23 Budget | YTD/YTD Variance (\$) | FY 22-23 Budget | YTD 2022 | YTD/Prior Variance (\$) | FYE Actual 2022 |
|---|------------|-----------------|---------------------|--------------------------|--------------------|-----------------|----------------------------|--------------------|
| 3341-Exhibit Fees | - | - | 14,000 | (14,000) | 14,000 | 9,400 | (9,400) | 9,400 |
| 3351-Sponsorships | - | 16,400 | - | 16,400 | - | - | 16,400 | - |
| Other Event Revenue | - | 16,400 | 14,000 | 2,400 | 14,000 | 9,400 | 7,000 | 9,400 |
| 3401-Sales-CD/DVD | 700 | 4,500 | - | 4,500 | - | - | 4,500 | - |
| Sales, Rents & Royalties Revenue | 700 | 4,500 | - | 4,500 | - | - | 4,500 | - |
| Total Revenue | 700 | 20,900 | 14,000 | 6,900 | 14,000 | 9,400 | 11,500 | 9,400 |
| 4301-Photocopying | - | - | 100 | (100) | 100 | - | - | - |
| 4311-Office Supplies | - | - | 150 | (150) | 150 | - | - | - |
| Total Staff & Office Expense | - | - | 250 | (250) | 250 | - | - | - |
| 5031-AV Services | - | 79 | - | 79 | - | - | 79 | - |
| 5051-Credit Card Fees | 26 | 362 | 700 | (338) | 700 | 48 | 314 | 261 |
| 5121-Printing-Outside | - | 2,663 | 5,000 | (2,337) | 5,000 | - | 2,663 | 290 |
| Total Contract Services | 26 | 3,105 | 5,700 | (2,596) | 5,700 | 48 | 3,056 | 551 |
| 5501-Employee Travel | - | 1,106 | 3,000 | (1,895) | 3,000 | 1,457 | (352) | 1,457 |
| 5571-Speaker Travel | - | 4,713 | 6,500 | (1,787) | 6,500 | 4,626 | 87 | 4,626 |
| Total Travel | - | 5,819 | 9,500 | (3,681) | 9,500 | 6,083 | (264) | 6,083 |
| 6001-Post 1st Class/Bulk | 61 | 121 | 50 | 71 | 50 | 3 | 118 | 3 |
| 6021-Post Express Mail | - | - | 500 | (500) | 500 | 10 | (10) | 10 |
| 6311-Mtgs General Meeting | - | 1,069 | - | 1,069 | - | - | 1,069 | - |
| 6321-Mtgs Meals | - | 44,878 | 45,000 | (122) | 45,000 | 26,998 | 17,880 | 26,998 |
| 6325-Mtgs Hospitality | - | - | 1,500 | (1,500) | 1,500 | 679 | (679) | 679 |
| 6341-Mtgs Equip Rental | - | 9,359 | 15,000 | (5,641) | 15,000 | 10,871 | (1,512) | 10,871 |
| 7001-Grant/Award/Donation | - | 1,958 | 5,000 | (3,042) | 5,000 | 1,601 | 357 | 1,601 |
| 7999-Other Operating Exp | - | - | 500 | (500) | 500 | 280 | (280) | 280 |
| Total Other Expense | 61 | 57,385 | 67,550 | (10,165) | 67,550 | 40,443 | 16,942 | 40,443 |
| 8011-Administration CLE | - | 1,000 | 500 | 500 | 500 | 1,000 | - | 1,000 |
| 8101-Printing In-House | - | 200 | 1,000 | (800) | 1,000 | - | 200 | - |
| 8131-A/V Services | - | 70 | - | 70 | - | - | 70 | - |
| 8141-Journal/News Service | - | - | 1,600 | (1,600) | 1,600 | - | - | - |
| 8171-Course Approval Fee | - | 150 | - | 150 | - | - | 150 | - |
| Total Admin & Internal Expense | - | 1,420 | 3,100 | (1,680) | 3,100 | 1,000 | 420 | 1,000 |
| Total Expense | 88 | 67,728 | 86,100 | (18,372) | 86,100 | 47,574 | 20,154 | 48,077 |
| Net Operations | 612 | (46,828) | (72,100) | 25,272 | (72,100) | (38,174) | (8,654) | (38,677) |

THE FLORIDA BAR
Real Property Probate and Trust Law Section Rollup
For the Four Months Ending October 31, 2022

| | October | YTD 2023 | YTD 22-23 Budget | YTD/YTD Variance (\$) | FY 22-23 Budget | YTD 2022 | YTD/Prior YTD Variance (\$) | FYE Actual 2022 |
|---|----------------|------------------|---------------------|--------------------------|--------------------|------------------|--------------------------------|--------------------|
| 3001-Annual Fees | 2,940 | 669,540 | 625,200 | 44,340 | 625,200 | 659,040 | 10,500 | 666,280 |
| 3002-Affiliate Fees | 120 | 12,020 | 5,000 | 7,020 | 5,000 | 9,900 | 2,120 | 10,780 |
| Total Fee Revenue | 3,060 | 681,560 | 630,200 | 51,360 | 630,200 | 668,940 | 12,620 | 677,060 |
| 3301-Registration-Live | 76,920 | 421,227 | 512,500 | (91,273) | 512,500 | 242,599 | 178,628 | 545,073 |
| 3331-Registration-Ticket | 8,550 | 8,550 | 12,000 | (3,450) | 12,000 | - | 8,550 | - |
| Total Registration Revenue | 85,470 | 429,777 | 524,500 | (94,723) | 524,500 | 242,599 | 187,178 | 545,073 |
| 3341-Exhibit Fees | 73,400 | 73,400 | 65,500 | 7,900 | 65,500 | 9,400 | 64,000 | 9,400 |
| 3351-Sponsorships | 32,150 | 420,975 | 468,000 | (47,025) | 468,000 | 296,700 | 124,275 | 523,675 |
| 3391 Section Profit Split | 98,796 | 265,219 | 260,000 | 5,219 | 260,000 | 206,806 | 58,413 | 451,920 |
| 3392-Section Differential | 2,580 | 6,420 | 15,000 | (8,580) | 15,000 | 4,440 | 1,980 | 18,300 |
| Other Event Revenue | 206,926 | 766,014 | 808,500 | (42,486) | 808,500 | 517,346 | 248,668 | 1,003,295 |
| 3401-Sales-CD/DVD | 3,180 | 24,392 | 22,000 | 2,392 | 22,000 | 22,240 | 2,152 | 56,340 |
| 3411-Sales-Published Materials | - | - | 1,500 | (1,500) | 1,500 | - | - | - |
| Sales, Rents & Royalties Revenue | 3,180 | 24,392 | 23,500 | 892 | 23,500 | 22,240 | 2,152 | 56,340 |
| 3561-Advertising | - | 2,000 | 18,000 | (16,000) | 18,000 | 6,030 | (4,030) | 8,969 |
| Other Revenue Sources | - | 2,000 | 18,000 | (16,000) | 18,000 | 6,030 | (4,030) | 8,969 |
| 3699-Other Operating Revenue | - | - | 800 | (800) | 800 | - | - | - |
| Other Revenue Sources | - | - | 800 | (800) | 800 | - | - | - |
| 3899-Investment Allocation | 86,753 | (31,403) | 148,906 | (180,309) | 148,906 | 84,048 | (115,451) | (347,542) |
| Non-Operating Income | 86,753 | (31,403) | 148,906 | (180,309) | 148,906 | 84,048 | (115,451) | (347,542) |
| Total Revenue | 385,389 | 1,872,341 | 2,154,406 | (282,065) | 2,154,406 | 1,541,204 | 331,138 | 1,943,195 |
| 4134-Web Services | 4,987 | 17,742 | 75,000 | (57,258) | 75,000 | 14,181 | 3,562 | 58,168 |
| 4301-Photocopying | - | - | 100 | (100) | 100 | - | - | - |
| 4311-Office Supplies | 41 | 105 | 5,150 | (5,045) | 5,150 | 424 | (319) | 1,672 |
| Total Staff & Office Expense | 5,028 | 17,848 | 80,250 | (62,402) | 80,250 | 14,605 | 3,243 | 59,841 |
| 5031-AV Services | - | 79 | - | 79 | - | - | 79 | - |
| 5051-Credit Card Fees | 5,851 | 16,091 | 29,200 | (13,109) | 29,200 | 7,386 | 8,704 | 29,152 |
| 5101-Consultants | 30,000 | 41,366 | 120,000 | (78,634) | 120,000 | 30,000 | 11,366 | 108,634 |
| 5121-Printing-Outside | 685 | 16,875 | 127,500 | (110,625) | 127,500 | 18,457 | (1,582) | 79,460 |
| 5181-Speaker Honorarium | - | - | 5,000 | (5,000) | 5,000 | - | - | - |
| 5199-Other Contract Services | 26,640 | 27,315 | 125,000 | (97,685) | 125,000 | - | 27,315 | 3,769 |
| Total Contract Services | 63,176 | 101,726 | 406,700 | (304,974) | 406,700 | 55,844 | 45,883 | 221,015 |
| 5501-Employee Travel | 5,856 | 11,002 | 33,250 | (22,248) | 33,250 | 4,911 | 6,091 | 25,411 |
| 5531-Board/Off/Memb Travel | - | - | 20,000 | (20,000) | 20,000 | 6,602 | (6,602) | 9,895 |
| 5571-Speaker Travel | 757 | 9,467 | 27,600 | (18,133) | 27,600 | 10,993 | (1,525) | 21,863 |
| 5581-Consultant Travel | 5,181 | 13,815 | 15,000 | (1,185) | 15,000 | 5,543 | 8,272 | 5,543 |
| 5599-Other Travel | - | 1,410 | - | 1,410 | - | - | 1,410 | - |
| Total Travel | 11,795 | 35,694 | 95,850 | (60,156) | 95,850 | 28,048 | 7,646 | 62,712 |
| 6001-Post 1st Class/Bulk | 222 | 796 | 11,575 | (10,779) | 11,575 | 7,544 | (6,749) | 35,477 |
| 6021-Post Express Mail | 34 | 129 | 850 | (721) | 850 | 287 | (158) | 633 |
| 6211-Promot Exhibit Exp | - | - | - | - | - | - | - | 535 |
| 6251-Promotion Sponsorship | - | - | - | - | - | - | - | 500 |
| 6311-Mtgs General Meeting | 239,415 | 550,775 | 750,000 | (199,225) | 750,000 | 154,922 | 395,852 | 656,515 |
| 6319-Mtgs Other Functions | - | 10,198 | 35,000 | (24,802) | 35,000 | 6,062 | 4,135 | 27,579 |
| 6321-Mtgs Meals | (132,788) | 111,348 | 357,000 | (245,652) | 357,000 | 75,343 | 36,005 | 540,786 |
| 6325-Mtgs Hospitality | 138,288 | 167,418 | 156,500 | 10,918 | 156,500 | 70,668 | 96,751 | 140,081 |
| 6341-Mtgs Equip Rental | - | 29,042 | 103,000 | (73,958) | 103,000 | 30,022 | (980) | 114,534 |
| 6361-Mtgs Entertainment | - | - | 40,000 | (40,000) | 40,000 | - | - | 50,646 |
| 6399-Mtgs Other | - | 3,320 | 15,000 | (11,680) | 15,000 | 3,896 | (576) | 4,823 |
| 6401-Speaker Expense | - | - | 7,500 | (7,500) | 7,500 | - | - | 2,942 |
| 6451-Committee Expense | - | 32,075 | 100,000 | (67,925) | 100,000 | 25,650 | 6,425 | 91,776 |
| 6531-Brd/Off Special Project | - | 265 | 50,000 | (49,735) | 50,000 | - | 265 | 21,133 |
| 6599-Brd/Off Other | - | - | 15,000 | (15,000) | 15,000 | - | - | 727 |
| 7001-Grant/Award/Donation | - | 1,985 | 13,000 | (11,015) | 13,000 | 3,168 | (1,183) | 6,551 |
| 7003-Div Int Grants | - | 1,584 | 12,000 | (10,416) | 12,000 | - | 1,584 | 2,000 |

| | | | | | | | | |
|---|----------------|------------------|------------------|--------------------|------------------|------------------|------------------|------------------|
| 7004-Law School Prog. | 220 | 455 | 5,500 | (5,045) | 5,500 | - | 455 | 412 |
| 7006-Professional Outreach | - | - | 3,000 | (3,000) | 3,000 | - | - | - |
| 7011-Scholarship/Fellowship | - | 8,119 | 27,000 | (18,881) | 27,000 | 1,864 | 6,255 | 18,667 |
| 7999-Other Operating Exp | - | 4 | 8,300 | (8,296) | 8,300 | 3,149 | (3,145) | (12,471) |
| Total Other Expense | 245,391 | 917,512 | 1,710,225 | (792,713) | 1,710,225 | 382,575 | 534,937 | 1,703,847 |
| 8011-Administration CLE | - | 15,850 | 56,500 | (40,650) | 56,500 | 26,000 | (10,150) | 51,000 |
| 8021-Section Admin Fee | 1,153 | 247,515 | 229,354 | 18,161 | 229,354 | 242,752 | 4,763 | 245,819 |
| 8101-Printing In-House | 239 | 539 | 8,600 | (8,061) | 8,600 | 584 | (45) | 3,507 |
| 8131-A/V Services | 77 | 5,337 | 10,800 | (5,463) | 10,800 | 5,616 | (279) | 11,099 |
| 8141-Journal/News Service | - | 850 | 5,850 | (5,000) | 5,850 | - | 850 | 425 |
| 8171-Course Approval Fee | - | 150 | 450 | (300) | 450 | - | 150 | 300 |
| 8901-Eliminated IntEnt Exp | - | 2,500 | 3,000 | (500) | 3,000 | - | 2,500 | 6,000 |
| Total Admin & Internal Expense | 1,469 | 272,741 | 314,554 | (41,813) | 314,554 | 274,952 | (2,211) | 318,149 |
| 9692-Transfer Out-Council of Sections | - | 500 | 500 | - | 500 | 500 | - | 500 |
| Total InterFund Transfers Out | - | 500 | 500 | - | 500 | 500 | - | 500 |
| Total Expense | 326,859 | 1,346,022 | 2,608,079 | (1,262,057) | 2,608,079 | 756,524 | 589,498 | 2,366,064 |
| Net Operations | 58,530 | 526,320 | (453,673) | 979,993 | (453,673) | 784,680 | (258,360) | (422,869) |
| 2001-Fund Balance, Beginning | - | 2,607,751 | | | | 3,030,620 | | 3,030,620 |
| Fund Balance, Ending | - | 3,134,070 | | | | 3,815,300 | | 2,607,751 |

Proposed Budget 23- 24
Real Property Probate Trust Law Section

| Account | 18-19 Actuals | 19-20 Actuals | 20-21 Actuals | 21-22 Actuals | 22-23 Budget | 23-24 Budget |
|--|------------------|------------------|------------------|------------------|-----------------|-----------------|
| SUMMARY | | | | | | |
| Beginning Fund Balance | \$ 1,823,263 | \$ 2,136,908 | \$ 2,339,334 | \$ 3,030,620 | 2,760,359 | 2,306,686 |
| Net Operations * | 203,254 | (9,239) | 752,713 | (292,283) | (358,748) | (330,854) |
| Legislative Update | (42,185) | (24,263) | 8,718 | (38,677) | (72,100) | (37,100) |
| Convention | (35,940) | 2,726 | (175,494) | (360,940) | (163,900) | (158,900) |
| Attorney Trust Officer | 110,402 | 94,657 | 24,294 | 130,628 | 69,500 | 69,300 |
| CLI | 110,992 | 136,540 | 81,473 | 107,057 | 74,525 | 72,805 |
| Attorney Bankers Conf | (28,400) | 2,006 | (420) | 145 | (2,950) | 3,050 |
| Ending Fund Balance # | 2,141,386 | \$ 2,339,335 | \$ 3,030,618 | \$ 2,576,550 | \$ 2,306,686 | \$ 1,924,987 |
| Net Operations * | 318,123 | \$ 202,427 | \$ 691,284 | \$ (456,482) | \$ (453,673) | \$ (381,699) |
| *Total Contract Liabilities are \$1, 771, 712.30 | | | | | | |
| | | | | | | |
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Roll Up

| General | Budget |
|----------------|---------------|
| Revenue | \$ 1,503,000 |
| Expenses | \$ 1,833,854 |
| Net | \$ (330,854) |

| ALO | Budget |
|------------|---------------|
| Revenue | \$ 29,000 |
| Expenses | \$ 25,950 |
| Net | \$ 3,050 |

| CLI | Budget |
|------------|---------------|
| Revenue | \$ 348,300 |
| Expenses | \$ 275,495 |
| Net | \$ 72,805 |

| Legislative Update | Budget |
|---------------------------|---------------|
| Revenue | \$ 49,000 |
| Expenses | \$ 86,100 |
| Net | \$ (37,100) |

| ATO | Budget |
|------------|---------------|
| Revenue | \$ 320,800 |
| Expenses | \$ 251,500 |
| Net | \$ 69,300 |

| Convention | Budget |
|-------------------|---------------|
| Revenue | \$ 95,000 |
| Expenses | \$ 253,900 |
| Net | \$ (158,900) |

| Rollup Summary | Budget |
|-----------------------|---------------|
| Revenue | \$ 2,345,100 |
| Expenses | \$ 2,726,799 |
| Net Operations | \$ (381,699) |

Budgeted 2021-22 Fund Balance \$ 2,760,359

Estimated Ending Fund Balance for 2023-24 based on Current Budget

THE FLORIDA BAR
Real Property, Probate and Trust Law General
Budget 2023-2024

| | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Budget | 2023-24 Budget |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 3001-Annual Fees | \$626,460 | 633,200 | 648,900 | 666,280 | 625,200 | 660,000 |
| 3002-Affiliate Fees | 8,680 | 9,760 | 9,590 | 10,780 | 5,000 | 5,000 |
| Total Fee Revenue | 635,140 | 642,960 | 658,490 | 677,060 | 630,200 | 665,000 |
| 3301-Registration-Live | 180,582 | 171,961 | 171,003 | 148,347 | 180,000 | 180,000 |
| 3331-Registration-Ticket | | | | | | 0 |
| Total Registration Revenue | 180,582 | 171,961 | 171,003 | 148,347 | 180,000 | 180,000 |
| 3351-Sponsorships | 237,476 | 225,875 | 192,313 | 198,750 | 180,000 | 200,000 |
| 3391 Section Profit Split | 276,501 | 336,907 | 562,502 | 451,920 | 260,000 | 425,000 |
| 3392-Section Differential | 25,440 | 15,463 | 12,960 | 18,300 | 15,000 | 15,000 |
| Other Event Revenue | 539,417 | 578,245 | 767,775 | 668,970 | 455,000 | 640,000 |
| 3561-Advertising | 18,117 | 20,466 | 14,918 | 8,969 | 18,000 | 18,000 |
| Advertising & Subscription Revenue | 18,117 | 20,466 | 14,918 | 8,969 | 18,000 | 18,000 |
| 3899-Investment Allocation | 100,919 | -29,830 | 582,529 | -388,574 | 148,906 | 0 |
| Non-Operating Income | 100,919 | -29,830 | 582,529 | -388,574 | 148,906 | 0 |
| Total Revenue | 1,474,175 | 1,383,802 | 2,194,715 | 1,114,772 | 1,432,106 | 1,503,000 |
| 4131-Telephone Expense | 1,321 | 1,539 | 0 | | 0 | 0 |
| 4134-Web Services | 45,372 | 36,099 | 47,049 | 58,168 | 75,000 | 75,000 |
| 4301-Photocopying | 65 | | | | 0 | 0 |
| 4311-Office Supplies | 2,021 | 1489 | 1018 | 1672 | 5,000 | 5000 |
| Total Staff & Office Expense | 48,779 | 39,127 | 48,067 | 59,841 | 80,000 | 80,000 |
| 5051-Credit Card Fees | 11,178 | 12,762 | 11,638 | 17,063 | 13,000 | 18,000 |
| 5101-Consultants | 120,000 | 110,000 | 152,025 | 108,634 | 120,000 | 120,000 |
| 5121-Actionline (Printing-Outside) | 103,658 | 99,276 | 69,541 | 79,170 | 120,000 | 120,000 |
| 5199-Other Contract Services | 15,125 | 8,640 | 49,685 | 2,500 | 125,000 | 125,000 |
| Total Contract Services | 249,961 | 230,678 | 282,889 | 207,367 | 378,000 | 383,000 |
| 5501-Employee Travel | 18,438 | 8,703 | 9,510 | 15,585 | 20,000 | 28,000 |
| 5581-Legislative Consultant Travel** | NEW | 8,123 | | 5,543 | 15,000 | 15,000 |
| 5531-Board/Off/Memb Travel | 32,741 | 14,804 | 14,293 | 9,895 | 20,000 | 20,000 |
| Total Travel | 51,179 | 31,630 | 23,803 | 31,023 | 55,000 | 63,000 |
| 6001-Post 1st Class/Bulk | 1,046 | 28,362 | 26,018 | 27,464 | 10,000 | 30,000 |
| 6211 Promotion Exhibit Expense | | | | 535 | | 0 |
| 6101-Products Purch for Sale | | 0 | 0 | | 0 | 0 |
| 6251-Promotion Sponsorship | | 1000 | 0 | 500 | 0 | 0 |
| 6319 Mtgs Other Functions | | | | 2,139 | 0 | 0 |
| 6311-Mtgs General Meeting | 559,586 | 637,324 | 677,186 | 651,612 | 750,000 | 750,000 |
| 6321- Mtgs Meals | 250 | | 164 | 164 | | 0 |
| 6325-Mtgs Hospitality | 20,938 | 36,242 | 41,234 | 27,911 | 35,000 | 35,000 |
| 6361-Mtgs Entertainment | | | 0 | | | 0 |
| 6399-Mtgs Other**** | 10,306 | 8,538 | 3,101 | 3,377 | 15,000 | 25,000 |
| 6401-Speaker Expense | 328 | 2,719 | 0 | 2,942 | 7,500 | 7,500 |
| 6451-Committee Expense | 67,348 | 122,124 | 82,368 | 91,776 | 100,000 | 100,000 |
| 6531-Brd/Off Special Project | 491 | 1,275 | 0 | 21,133 | 50,000 | 50,000 |
| 6599-Brd/Off Other (ALMS) | 6,632 | 8,081 | 2,610 | 727 | 15,000 | 15,000 |
| 7001-Grant/Award/Donation | 18,099 | 5,883 | 12,137 | 4,950 | 8,000 | 8,000 |
| 7004-Law School Programming* | NEW | 1,622 | 0 | 0 | 5,500 | 5,500 |
| 7006-Professional Outreach* | NEW | 0 | 0 | 0 | 3,000 | 3,000 |
| 7003 -Diversity Initiatives* | 590 | 572 | 0 | 0 | 12,000 | 12,000 |
| 7011-Scholarship/Fellowship | 14,091 | 11,301 | 12,115 | 18,667 | 27,000 | 27,000 |
| 7999-Other Operating Exp | 1,475 | 230 | 1,207 | 3 | 5,000 | 5,000 |
| Total Other Expense | 701,180 | 868,273 | 858,140 | 853,736 | 1,043,000 | 1,073,000 |
| 8021-Section Admin Fee | 217,024 | 222,046 | 227,939 | 245,819 | 229,354 | 229,354 |
| 8901-Eliminated IntFund Exp | | 3000 | 0 | 6000 | 3000 | 3,000 |
| 8101-Printing In-House | 86 | 485 | 664 | 2,769 | 2,000 | 2,000 |
| 8111-Meetings Services | 3,000 | 0 | 0 | | 0 | 0 |
| Total Admin & Internal Expense | 220,110 | 225,531 | 228,603 | 254,588 | 234,354 | 234,354 |
| 9692-Transfer Out-Council of Sections | 300 | 300 | 500 | 500 | 500 | 500 |
| Total InterFund Transfers Out | 300 | 300 | 500 | 500 | 500 | 500 |

| | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Budget | 2023-24 Budget |
|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Total Expense | 1,271,509 | 1,392,539 | 1,442,002 | 1,407,055 | 1,790,854 | 1,833,854 |
| Net Income | 202,666 | (8,737) | 752,713 | (292,283) | (358,748) | (330,854) |

*The Grant/Award-Donation Line item has been split out to three new line items including Law School Programming, Professional Outreach, and Diversity Initiatives.

** The Legislative Consultant Travel Line Item has been added in 2019-20

***5199 - Other contract services will include the communications contract - Schifino Lee

****6399 - will have strategic planning meeting

THE FLORIDA BAR
RPPTL Legislative Update
Budget 2023 -2024

| | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Budget | 2023-24 Budget |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 3321-Registration-Webcast | \$8,509 | 9,078 | 0 | 0 | 0 | 15,000 |
| 3331-Registration-Ticket | \$0 | 0 | 0 | 0 | 0 | 20,000 |
| Total Registration Revenue | 0 | 9,078 | 0 | | 0 | 35,000 |
| 3341-Exhibit Fees | 18,250 | 27,175 | 9,336 | 9,400 | 14,000 | 14,000 |
| 3351-Sponsorships | 0 | 0 | 0 | | 0 | 0 |
| Other Event Revenue | 18,250 | 27,175 | 9,336 | 9,400 | 14,000 | 14,000 |
| 3401-Sales-CD/DVD | 24,535 | 27,045 | 4,310 | | 0 | 0 |
| 3411-Sales-Published Materials | 630 | -60 | 0 | | 0 | 0 |
| Sales, Rents & Royalties Revenue | 25,165 | 26,985 | 4,310 | | 0 | 0 |
| Total Revenue | 43,415 | 63,238 | 13,646 | 9,400 | 14,000 | 49,000 |
| 4111-Rent Equipment | | 0 | 0 | | | 0 |
| 4301-Photocopying | 127 | 0 | 0 | | 100 | 100 |
| 4311-Office Supplies | 71 | 0 | 0 | | 150 | 150 |
| Total Staff & Office Expense | 198 | 0 | 0 | | 250 | 250 |
| 5031-A/V Services | 1,495 | 1,495 | 0 | | 0 | 0 |
| 5051-Credit Card Fees | 1,043 | 906 | -66 | 261 | 700 | 700 |
| 5121-Printing-Outside | 2,846 | 33 | 363 | 290 | 5,000 | 5,000 |
| 5199-Other Contract Services | 0 | 0 | 0 | | 0 | 0 |
| Total Contract Services | 5,384 | 2,434 | 297 | 551 | 5,700 | 5,700 |
| 5501-Employee Travel | 450 | 2,315 | 0 | 1,457 | 3,000 | 3,000 |
| 5571-Speaker Travel | 227 | 6,034 | 0 | 4,626 | 6,500 | 6,500 |
| Total Travel | 677 | 8,349 | 0 | 6,083 | 9,500 | 9,500 |
| 6001-Post 1st Class/Bulk | 49 | 403 | 10 | 3 | 50 | 50 |
| 6021-Post Express Mail | 283 | 860 | 58 | 10 | 500 | 500 |
| 6311 - Mtgs General Meeting | 81 | 64 | 0 | | | 0 |
| 6321-Mtgs Meals | 48,321 | 52,525 | 0 | 26,998 | 45,000 | 45,000 |
| 6325-Mtgs Hospitality | 707 | 455 | 0 | 679 | 1,500 | 1,500 |
| 6341-Mtgs Equip Rental | 30,162 | 14,193 | 0 | 10,871 | 15,000 | 15,000 |
| 6401-Speaker Expense | 1,258 | 993 | 50 | | 0 | 0 |
| 6451-Committee Expense | | 977 | 0 | | | 0 |
| 7001-Grant/Award/Donation | | 0 | 3,245 | 1,601 | 5,000 | 5,000 |
| 7999-Other Operating Exp | 84 | 302 | 55 | 280 | 500 | 500 |
| Total Other Expense | 80,945 | 70,772 | 3,418 | 40,443 | 67,550 | 67,550 |

| | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|---|-----------------|-----------------|--------------|-----------------|-----------------|-----------------|
| | Actual | Actual | Actual | Actual | Budget | Budget |
| 8011-Administration CLE | 3,200 | 1,000 | 1,000 | 1,000 | 500 | 500 |
| 8101-Printing In-House | 0 | 102 | 0 | | 1,000 | 1,000 |
| 8131-A/V Services | 3,703 | 4,544 | 63 | | 0 | 0 |
| 8141-Journal/News Service | 0 | 0 | 0 | | 1,600 | 1,600 |
| 8171-Course Approval Fee | 0 | 300 | 150 | | 0 | 0 |
| Total Admin & Internal Expense | 6,903 | 5,946 | 1,213 | 1,000 | 3,100 | 3,100 |
| Total Expense | 94,107 | 87,501 | 4,928 | 48,077 | 86,100 | 86,100 |
| Net Income | (50,692) | (24,263) | 8,718 | (38,677) | (72,100) | (37,100) |

**The 2020 Legislative Update program was entirely virtual due to covid-19.

THE FLORIDA BAR
RPPTL Attorney Trust Officer Liaison Conference
2023 -2024 Budget

| | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Budget | 2023-24 Budget |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 3301-Registration-Live | \$160,924 | 154,870 | 0 | 176,610 | 160,000 | 176,800 |
| 3331-Registration-Ticket | 12,085 | 4,270 | 0 | | 10,000 | 10,000 |
| Total Registration Revenue | 173,009 | 159,140 | 0 | 176,610 | 170,000 | 186,800 |
| 3341-Exhibit Fees | 20,700 | 51,200 | 12,000 | | 40,000 | 48,000 |
| 3351-Sponsorships | 81,900 | 66,750 | 14,000 | 107,950 | 80,000 | 80,000 |
| Other Event Revenue | 102,600 | 117,950 | 26,000 | 107,950 | 120,000 | 128,000 |
| 3401-Sales-CD/DVD | 11,290 | 10,820 | 0 | 22,320 | 5,000 | 5,000 |
| 3411-Sales-Published Materials | 1,740 | 1,680 | 0 | | 1,000 | 1,000 |
| Sales, Rents & Royalties Revenue | 13,030 | 12,500 | 0 | 22,320 | 6,000 | 6,000 |
| Total Revenue | 288,639 | 289,590 | 26,000 | 306,880 | 296,000 | 320,800 |
| 4111-Rent Equipment | 0 | 0 | 0 | | 0 | 0 |
| Total Staff & Office Expense | 0 | 0 | 0 | | 0 | 0 |
| 5051-Credit Card Fees | 3,340 | 2,821 | 1,556 | 6,648 | 8,000 | 8,000 |
| 5121-Printing-Outside | 1,154 | 1,469 | 0 | | 2,500 | 2,500 |
| Total Contract Services | 4,494 | 4,290 | 1,556 | 6,648 | 10,500 | 10,500 |
| 5501-Employee Travel | 2,652 | 3,649 | 0 | 2,061 | 2,000 | 2,000 |
| 5571-Speaker Travel | 1,056 | 6,093 | 0 | 6,656 | 8,100 | 8,100 |
| Total Travel | 3,708 | 9,742 | 0 | 8,717 | 10,100 | 10,100 |
| 6001-Post 1st Class/Bulk | 173 | 2 | 0 | 85 | 1,000 | 1,000 |
| 6021-Post Express Mail | 166 | 122 | 0 | 297 | 150 | 150 |
| 6319-Mtgs Other Functions | 7,844 | 6,201 | 0 | 5,899 | 10,000 | 10,000 |
| 6321-Mtgs Meals | 43,044 | 43,464 | 0 | 48,345 | 57,000 | 57,000 |
| 6325-Mtgs Hospitality | 62,353 | 72,994 | 0 | 52,218 | 70,000 | 95,000 |
| 6341-Mtgs Equip Rental | 18,391 | 33,259 | 0 | 19,151 | 30,000 | 30,000 |
| 6399-Mtgs Other | 750 | | 0 | 1,447 | | 0 |
| 6401-Speaker Expense | 3,799 | -259 | 0 | | 0 | 0 |
| 7999-Other Operating Exp | 300 | 1,360 | 0 | 2,869 | 1,000 | 1,000 |
| Total Other Expense | 136,820 | 157,143 | 0 | 130,310 | 169,150 | 194,150 |
| 8011-Administration CLE | 25,000 | 17,050 | 0 | 25,000 | 25,000 | 25,000 |
| 8101-Printing In-House | 2,563 | 3,165 | 0 | | 3,000 | 3,000 |
| 8131-A/V Services | 5,503 | 2,968 | 0 | 5,427 | 7,000 | 7,000 |
| 8141-Journal/News Service | 0 | 425 | 0 | | 1,600 | 1,600 |
| 8171-Course Approval Fee | 150 | 150 | 150 | 150 | 150 | 150 |
| Total Admin & Internal Expense | 33,216 | 23,758 | 150 | 30,577 | 36,750 | 36,750 |
| Total Expense | 178,238 | 194,933 | 1,706 | 176,252 | 226,500 | 251,500 |
| Net Income | 110,401 | 94,657 | 24,294 | 130,628 | 69,500 | 69,300 |

*2020 Conference was cancelled due to covid. Revenues rolled over to the 2021 year.

THE FLORIDA BAR
RPPTL Attorney Bankers Conference
Budget 2023 -2024

| | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|---|-----------------|---------------|--------------|------------|----------------|---------------|
| | Actual | Actual | Actual | Actual | Budget | Budget |
| 3301-Registration-Live | \$5,875 | 8,662 | 0 | 0 | 12,500 | 12,500 |
| Total Registration Revenue | 5,875 | 8,662 | 0 | | 12,500 | 12500 |
| 3341-Exhibit Fees | 750 | 0 | 0 | | 1,500 | 1,500 |
| 3351-Sponsorships | 8,500 | 14,000 | 0 | | 8,000 | 15,000 |
| Other Event Revenue | 9,250 | 14,000 | 0 | | 9,500 | 16,500 |
| 3401-Sales-CD/DVD | 0 | 900 | -300 | 150 | 2,000 | 0 |
| Total Revenue | 15,125 | 23,562 | -300 | 150 | 24,000 | 29,000 |
| 5051-Credit Card Fees | 223 | 326 | 0 | 4 | 500 | 500 |
| Total Contract Services | 223 | 326 | 0 | 4 | 500 | 500 |
| 5501-Employee Travel | 0 | 274 | 0 | | 1,250 | 1,250 |
| 5571-Speaker Travel | 4,990 | 2,187 | 0 | | 4,000 | 4,000 |
| Total Travel | 4,990 | 2,461 | 0 | 0 | 5,250 | 5,250 |
| 6021-Post Express Mail | | | -11 | 1 | | 0 |
| 6321-Mtgs Meals | 30,443 | 6,194 | 0 | | 5,000 | 6,000 |
| 6325-Mtgs Hospitality | 0 | 0 | 0 | | 5,000 | 5,000 |
| 6341-Mtgs Equip Rental | 1,563 | 0 | 0 | | 3,000 | 1,000 |
| 6401-Speaker Expense | 5 | 0 | 0 | | 0 | 0 |
| 7999-Other Operating Exp | | 1,425 | 0 | | 300 | 300 |
| Total Other Expense | 32,011 | 7,619 | -11 | 1 | 13,300 | 12300 |
| 8011-Administration CLE | 5,722 | 10,000 | 0 | | 6,000 | 6,000 |
| 8101-Printing In-House | 5 | 0 | 0 | | 200 | 200 |
| 8131-A/V Services* | 0 | 0 | 105 | | 550 | 550 |
| 8141-Journal/News Service | 425 | 850 | 0 | | 1,000 | 1,000 |
| 8171-Course Approval Fee | 150 | 300 | 0 | | 150 | 150 |
| Total Admin & Internal Expense | 6,302 | 11,150 | 105 | 0 | 7,900 | 7,900 |
| Total Expense | 43,526 | 21,556 | 120 | 5 | 26,950 | 25,950 |
| Net Income | (28,401) | 2,006 | (420) | 145 | (2,950) | 3,050 |

* Ask finance to put 8131 at \$0 because it will not be recorded.

THE FLORIDA BAR
Real Property Construction Law Institute
2023-2024 Budget

| | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Budget | 2023-24 Budget |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 3301-Registration-Live | \$93,580 | 122,045 | 114,105 | 122,760 | 100,000 | 140,000 |
| 3331-Registration-Ticket | 1,097 | 2,806 | | | 2,000 | 2,000 |
| Total Registration Revenue | 94,677 | 124,851 | 114,105 | 122,760 | 102,000 | 142,000 |
| 3351-Sponsorships | 208,276 | 207,340 | 167,050 | 216,975 | 190,000 | 190,000 |
| 3392-Section Differential | 0 | 0 | 0 | | 0 | 0 |
| Other Event Revenue | 208,276 | 207,340 | 167,050 | 216,975 | 190,000 | 190,000 |
| 3401-Sales-CD/DVD | 13,160 | 24,295 | 36,540 | 33,870 | 15,000 | 15,000 |
| 3411-Sales-Published Materials | 900 | 840 | 300 | | 500 | 500 |
| Sales, Rents & Royalties Revenue | 14,060 | 25,135 | 36,840 | 33,870 | 15,500 | 15,500 |
| 3699-Other Operating Revenue | | 0 | 0 | | 800 | 800 |
| Other Revenue Sources | | 0 | | | 800 | 800 |
| Total Revenue | 317,013 | 357,326 | 317,995 | 373,605 | 308,300 | 348,300 |
| 5051-Credit Card Fees | 6,719 | 8,249 | 6,881 | 5,179 | 4,000 | 5,120 |
| 5181-Speaker Honorarium | 0 | 2,000 | | | 5,000 | 5,000 |
| 5199 - Other Contract Services | | | 3,425 | 1,269 | | 0 |
| Total Contract Services | 6,719 | 10,249 | 10,306 | 6,448 | 9,000 | 10,120 |
| 5501-Employee Travel | 1,923 | 2,470 | 2,250 | 534 | 2,000 | 2,000 |
| 5571-Speaker Travel | 7,199 | 15,849 | 6,903 | 10,581 | 9,000 | 9,000 |
| Total Travel | 9,122 | 18,319 | 9,153 | 11,115 | 11,000 | 11,000 |
| 6001-Post 1st Class/Bulk | 6 | 11 | 2 | 261 | 25 | 25 |
| 6021-Post Express Mail | 172 | 178 | 156 | 325 | 200 | 200 |
| 6319-Mtgs Other Functions | 20,017 | 22,082 | 33,571 | 19,541 | 25,000 | 32,000 |
| 6321-Mtgs Meals | 62,278 | 77,501 | 0 | 102,477 | 75,000 | 96,000 |
| 6325-Mtgs Hospitality | 45,508 | 42,840 | 43,870 | 59,272 | 45,000 | 57,600 |
| 6341-Mtgs Equip Rental | 25,833 | 24,032 | 106,907 | 50,747 | 35,000 | 35,000 |
| 6399-Mtgs Other | 163 | 0 | 0 | | 0 | 0 |
| 6401-Speaker Expense | 5,141 | 2,214 | 0 | | 0 | 0 |
| 7999-Other Operating Exp | 2,484 | 3,277 | 2,093 | -15,623 | 1,500 | 1,500 |
| Total Other Expense | 161,602 | 172,135 | 186,599 | 217,000 | 181,725 | 222,325 |
| 8011-Administration CLE | 25,000 | 15,400 | 25,000 | 25,000 | 25,000 | 25,000 |
| 8101-Printing In-House | 264 | 903 | 0 | 737 | 2,000 | 2,000 |
| 8131-A/V Services | 2,738 | 2,780 | 5,315 | 5,672 | 3,250 | 3,250 |
| 8141-Journal/News Service | 425 | 850 | 0 | 425 | 1,650 | 1,650 |
| 8171-Course Approval Fee | 150 | 150 | 150 | 150 | 150 | 150 |
| Total Admin & Internal Expense | 28,577 | 20,083 | 30,465 | 31,984 | 32,050 | 32,050 |
| Total Expense | 206,020 | 220,786 | 236,523 | 266,548 | 233,775 | 275,495 |

| | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|-------------------|----------------|----------------|---------------|----------------|---------------|---------------|
| | Actual | Actual | Actual | Actual | Budget | Budget |
| Net Income | 110,993 | 136,540 | 81,472 | 107,057 | 74,525 | 72,805 |

**THE FLORIDA BAR
RPPTL Convention
2023-2024 Budget**

| | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Budget | 2023-24 Budget |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 3301-Registration-Live | \$66,035 | -125 | 67,702 | 97,357 | 60,000 | 70,000 |
| Total Registration Revenue | 66,035 | -125 | 67,702 | 97,357 | 60,000 | 70,000 |
| 3341-Exhibit Fees | 20,582 | 4,145 | -214 | 0 | 10,000 | 15,000 |
| 3351-Sponsorships | 25,000 | 0 | 5,000 | 0 | 10,000 | 10,000 |
| Other Event Revenue | 45,582 | 4,145 | 4,786 | 0 | 20,000 | 25,000 |
| Total Revenue | 111,617 | 4,020 | 72,488 | 97,357 | 80,000 | 95,000 |
| 4111-Rent Equipment | 3,874 | 450 | 0 | 0 | 0 | 0 |
| 4311-Office Supplies | 19 | 0 | 0 | 0 | 0 | 0 |
| Total Staff & Office Expense | 3,893 | 450 | 0 | 0 | 0 | 0 |
| 5051-Credit Card Fees | 1,375 | 294 | -178 | -2 | 3,000 | 3,000 |
| Total Contract Services | 1,375 | 294 | (178) | (2) | 3,000 | 3,000 |
| 5501-Employee Travel | 3,994 | 0 | 3,526 | 5,774 | 5,000 | 5,000 |
| Total Travel | 3,994 | 0 | 3,526 | 5,774 | 5,000 | 5,000 |
| 6001-Post 1st Class/Bulk | 9 | 0 | 0 | 246 | 500 | 500 |
| 6021- Post Express Mail | 4 | 0 | 0 | 0 | | 0 |
| 6321-Mtgs Meals | 121,486 | 550 | 194,234 | 362,967 | 175,000 | 185,000 |
| 6341-Mtgs Equip Rental | 8,530 | 0 | 34,744 | 33,765 | 20,000 | 20,000 |
| 6361-Mtgs Entertainment | 8,256 | 0 | 15,656 | 50,646 | 40,000 | 40,000 |
| 7001 - Grant Donation | 10 | 0 | 0 | | | 0 |
| Total Other Expense | 138,285 | 550 | 244,634 | 452,526 | 235,500 | 245,500 |
| 8101-Printing In-House | | 0 | 0 | 0 | 400 | 400 |
| Total Admin & Internal Expense | | 0 | 0 | 0 | 400 | 400 |
| Total Expense | 147,547 | 1,294 | 247,982 | 458,297 | 243,900 | 253,900 |
| Net Income | (35,930) | 2,726 | (175,494) | (360,941) | (163,900) | (158,900) |

CLE Calendar (as of 11/22/22)

| Date of Presentation | Crs. # | Title | Location |
|----------------------|--------|---|-------------------------------|
| 12/1/22 | 5997 | So, Mom has a New "Friend"?! How to Navigate the Ethical Challenges When Representing Clients With Diminished Capacity | Video Webcast |
| 12/14/22 | 5998 | 3rd Annual RPPTL 6th and 13th Circuits Death & Dirt Mid-Year Case Law | Zoom |
| 1/10/22 | 6010 | MRTA Gets a Makeover: Recent Revisions to Chapter 17 of the Uniform Title Standards | Video Webcast |
| 1/12/23 | 5999 | Course Navigating Title Issues & Procedures Under an Unworkable Statute Regarding Terminations of Notices of Commencement | Video Webcast |
| 1/18/23 | | Impact of recent condo legislation and changes to condo questionnaire | Audio Webcast |
| 1/26/23 | 6319 | Litigation & Trust Symposium | Stetson Law School, Tampa |
| 2/9/23 – 2/10/23 | | ETTP/AP Joint CLE | Video Webcast |
| 2/3/23 – 2/4/23 | 5367 | Advanced Condominium Certification Review Course | Hyatt Regency Orlando Airport |
| 2/15/23 | | Lending After Surfside | Audio Webcast |
| 3/8/23 | | FR/BAR Contract Revisions | Audio Webcast |
| 3/15/23 – 3/19/23 | 5988 | CLI | JW Marriott Grande Lakes |
| 3/15/23 – 3/19/23 | 5989 | Advanced Construction Law Certification Review Course | JW Marriott Grande Lakes |
| 3/31/23 – 4/1/23 | 5990 | Wills, Trusts and Estates Certification Review Course | Tampa Marriott Airport |
| 3/31/23 – 4/1/23 | 5991 | Real Property Certification Review Course | Tampa Marriott Airport |
| 4/13/23 | | Construction Loan Negotiations | Audio Webcast |

**CLE Calendar
(as of 11/22/22)**

| | | | |
|----------------|-------------|---|---|
| 4/21/23 | 5992 | Attorney Bankers Conference | Funky Buddha Brewery, Ft. Lauderdale |
| 4/28/23 | 5993 | Annual Guardianship CLE | Stetson Law School, Tampa |
| 5/12/23 | 6491 | Real Property Litigation Symposium | TBD |
| 5/20/23 | 6008 | Minority Lawyers Seminar | Zoom |
| 6/2/23 | | Convention CLE | Opal Sands, Delray Beach |

August 31, 2022

To:

Sarah S. Butters

Ausley McMullen

PO Box 391

Tallahassee, FL 32302-0391

sbutters@ausley.com

RE: The Florida Bar: Real Property, Probate, and Trust Law Section RFP Response

Thank you for the opportunity to partner together on these important branding and marketing initiatives for The Florida Bar's Real Property, Probate, and Trust Law Section ("RPPTL"). The proposed scope of agency services and costs for Schifino Lee to accomplish the following is set forth below (the "Agreement"):

1. STRATEGIC MESSAGING + POSITIONING

Based on the above process, Schifino Lee will develop a brand strategy and key messaging for RPPTL. The initiative will include the following:

- Brand Audit and Discovery
- Strategic Brand Positioning
- Tone of Voice
- Proof of Concept

SUBTOTAL: \$15,000

2. OUTREACH DATABASE

SL will build the Florida Bar's most comprehensive database and community of influential leaders and stakeholders:

- Thought Leaders and Opinion Leaders in RPPTL affecting real property, probate and trust law
- Florida Bar Members
- The Florida Legislature
- Demographically and geographically -segmented public audiences inside the state of Florida Major trade media and national media outlets

SUBTOTAL: \$6,800

3. WEBSITE—MICROSITE

Based on an approved website sitemap and wireframe, Schifino Lee will design, develop, and launch a new mobile-friendly microsite for RPPTL (the "Website"). The project will include the following agency services:

- Competitive website audit and requirements confirmation
- U/X U/I Wireframing for user experience + sitemap
- Design Mood Board Concepts – *minimum of 2 mood boards*
- Layout and design of all pages
- SEO audit and key word mapping
- Copywriting
- Responsive programming – *for dynamic adaptation of all device screen sizes*
- Testing and Launch – *testing on platforms and devices prior to launch.*
- Project Management
- At RPPTL's option, the Website will be maintained on RPPTL's or Florida Bar servers.

SUBTOTAL: \$25,000

4. WEBSITE MAINTENANCE & SUPPORT

Schifino Lee will provide monthly preventative maintenance and ongoing website updates and support. The project includes the following:

- Install important updates
- Install security patches (this can be important to prevent malware issues on your website)
- Perform malware and security scans
- Perform site speed audits and make enhancements as necessary
- Ensure backups are running regularly
- Ensure SEO maintenance
- Make content changes and design tweaks
- Assess Google Analytics reports and optimize site to maximize conversions

SUBTOTAL: \$500 per month

**To begin immediately after completion of the website infrastructure setup
*Includes two (2) hours of preventative maintenance, website updates and support.
Additional updates to be billed on an hourly basis. Copy and content to be provided by
RPPTL unless otherwise discussed.*

5. MELTWATER SETUP

Schifino Lee will create, set up, and structure audience distribution lists on Meltwater system, to be maintained on the Website.

SUBTOTAL: \$1,750

6. CAMPAIGN PRODUCTION & IMPLEMENTATION

Subject to the approval process set forth in Section 7 hereafter, Schifino Lee will create assets needed based on approved strategic messaging plan and implement all deliverables according to campaign level, earned Public Relations and Owned marketing materials including, but not limited to:

- Press Releases
- Speaking Engagements
- Public Relations Events
- Media Pitches
- Email Marketing
- Social Posts
- Infographics + Fact Sheets
- Blog Posts
- White Papers
- Articles

SUBTOTAL:

Month 1-5

- One (1) Light Campaign (\$8,050)

Months 6-11

- Two (2) Light Campaigns (\$16,100)
- One (1) Medium Campaign (\$12,080)

**Photography and videography to be scoped separate per request and, based upon the pricing set forth on the Schifino Lee Phased Approach to Branding, Website and Marketing*

Communications proposal attached hereto as Exhibit "A" (the "Pricing Schedule") will follow for any ala carte update or upgrade to any campaign, at RPPTL's option.

7. ACCOUNT MANAGEMENT

Schifino Lee will manage all projects and key milestones throughout the duration of this agreement. This service includes the following:

- Weekly Status Meetings
- Project Management
- Monthly Status Reports

Schifino Lee's account management shall include, without limitation, a full understanding of RPPTL's obligations related to legislative and political activity and Schifino Lee shall not take any action that would constitute legislative or political activity without RPPTL's express approval, in writing, from a specifically designated RPPTL representative. RPPTL will provide Schifino Lee with a written list of its designated representatives following the execution of this Agreement and will update such list from time to time. Legislative or political activity is defined as:

- Submitting comments in any legal proceeding;
- Commenting on any action taken by an elected or appointed governmental official;
- Appearing before any governmental entity;
- Submitting comments to any regulatory entity;
- Engaging in public commentary on an issue of significant public interest or debate; and
- Any direct communication with any elected or appointed governmental official.

Other examples include: Endorsement of political candidates; bill drafting; letters and emails to the court and public officials; and published articles concerning bills that have been in the press frequently.

SUBTOTAL: \$2,000 per month

TOTAL COMMITMENT: \$66,600

Months 1 –5

\$66,600

September 2022: \$13,320

October 2022: \$13,320

November 2022: \$13,320

December 2022: \$13,320

January 2023: \$13,320

Months 6 –11 (RPPTL's Option)

\$43,900

OPTIONAL COMMITMENT: \$43,900

February 2023: \$7,316.67

March 2023: \$7,316.67

April 2023: \$7,316.67

May 2023: \$7,316.67

June 2023: \$7,316.67

July 2023: \$7,316.67

8. ADDITIONAL TERMS:

AGREEMENT TIMEFRAME: September 1, 2022 – January 31, 2023, with renewal option from February 1, 2023 – July 31, 2023

This Agreement shall be valid for a period of 11 months from the date signed and may be renewed by RPPTL for the second part of the agreement, February 1, 2023 – July 31, 2023 by providing written renewal agreement to Schifino Lee no later than February 2, 2023.

BILLING:

RPPTL will be invoiced on or around the 15th of each month. The approved budget for creative services will be invoiced upon commencement. All invoices are due Net 30 unless otherwise indicated.

OUTSIDE EXPENSES:

Outside expenses such as photography, eBlast distribution, travel etc. will be billed monthly on a progress basis as approved and incurred. Outside expenses exceeding \$200 will be individually budgeted for written RPPTL authorization.

PAYMENT TERMS:

RPPTL agrees to pay Schifino Lee, Inc. net 30 on all invoices. Any prepayments required by 3rd party vendors will be pre-billed and are due upon receipt. A monthly 1.5% interest fee will be applied to past due invoices. In the unlikely event of payment dispute, both parties agree Florida law will apply to any dispute and venue shall lie exclusively in Hillsborough County, Florida.

MEDIA BILLING:

RPPTL authorizes Schifino Lee to purchase media on its behalf, provided such media is within the approved proposal, including any commission. Schifino Lee will earn 15% commission on all media buys. Schifino Lee will provide RPPTL with a media reconciliation report on or around the 15th of the month for advertising that ran the previous month. Upon receiving media reconciliation from Schifino Lee, RPPTL is obligated for payment of such advertising. Once payment has been made, Schifino Lee assumes full responsibility for remitting payment to the media vendor in a timely manner. If, however, RPPTL fails to remit payment, the financial responsibility for payment lies with RPPTL and not with Schifino Lee.

ADDITIONAL PROJECTS:

Schifino Lee will gladly handle additional projects outside the scope of this agreement at an hourly rate of \$170 indicated above or at RPPTL's option on a flat-fee project basis as set forth in the Pricing Schedule. Written RPPTL authorization is required to commence work outside the project scope.

OWNERSHIP:

(a) Schifino Lee acknowledges and agrees that all work performed by Schifino Lee pursuant to this Agreement shall be "work for hire" to fullest extent permissible by law, and that the Website, software, content, and all source code, object code, data files, help files, artwork, documentation, programming, copyrights, patents, trademarks and other property rights, arising under the laws of the United States or any foreign jurisdiction, that relate to the Website, content and software, together with all works, ideas, discoveries, inventions or other information developed in whole or in part by Schifino Lee in connection with the performance of the services hereunder, shall be the sole and exclusive property of RPPTL; provided however, RPPTL is solely responsible for all product licensing and trademarks.

(b) To the extent that any of the Website, content, software, objects, properties or rights described in this Agreement (collectively, the "Work Product") are not deemed to be work for

hire, Schifino Lee hereby assigns to RPPTL, without further compensation, all of Schifino Lee's right, title and interest in and to such Work Product.

(c) Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). Schifino Lee hereby irrevocably waives, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Work Product.

(d) Schifino Lee shall make full and prompt disclosure to RPPTL of any inventions or processes, as such terms are defined in 35 U.S.C. § 100 (the "Patent Act"), made or conceived by Schifino Lee alone or with others during the term, related in any way to the Work Product described herein, whether or not such inventions or processes are patentable or protected as trade secrets and whether or not such inventions or processes are made or conceived during normal working hours or on the premises of RPPTL. Schifino Lee shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of RPPTL. Any patent or copyright applications relating to the Work Product, related to trade secrets of RPPTL or which relate to tasks assigned to Schifino Lee by RPPTL, that Schifino Lee may file within one year after expiration or termination of this Agreement, shall belong to RPPTL, and Schifino Lee hereby assigns same to RPPTL, as having been conceived or reduced to practice during the term of this Agreement.

(e) Schifino Lee agrees to promptly sign all assignments, applications and other documents, and to take such other actions, as RPPTL may reasonably request to (i) confirm or establish RPPTL's ownership of the Work Product, (ii) apply for, obtain, register or renew, in the name of RPPTL, any patents, copyrights, trademarks or similar rights relating to the Work Product; or (iii) initiate or defend any judicial, administrative or other proceedings in respect of the Work Product or such patents, copyrights, trademarks or other similar rights.

(f) In the event RPPTL is unable, after reasonable effort, to obtain Schifino Lee's signature on any such documents, Schifino Lee hereby irrevocably designate and appoint RPPTL as its agent and attorney-in-fact, to act for and on its behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protection related to the Work Product with the same legal force and effect as if Schifino Lee had executed them. Schifino Lee agrees that this power of attorney is coupled with an interest.

(g) Schifino Lee acknowledges that RPPTL may use, sell, copy, modify or further develop the Work Product as it sees fit, and for any purpose or use whatsoever, without additional compensation to Schifino Lee, but that RPPTL is not obligated to use the Work Product for any purpose. Schifino Lee shall not have any right, title or interest in or to the Work Product, nor any license to use, sell, exploit, copy or further develop the Work Product.

(h) Schifino Lee has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Work Product. Further, Schifino Lee has no right or license to use RPPTL's trademarks, service marks, trade names, trade names, logos, symbols, or brand names.

(i) Schifino Lee shall require each of its employees and contractors to execute written agreements securing for RPPTL the rights provided for in this Section 3 prior to such employee or contractor providing any Services under this Agreement.

CANCELLATION:

Either party can cancel this agreement at any time by providing 60-days written (or email) notice prior to termination. Schifino Lee will release or transfer full ownership of creative materials to RPPTL upon full payment of all outstanding and current invoices due. In the event of cancellation, Schifino Lee reserves the right to receive payment for its completed work and expenses related to approved, yet unbilled, work-in-progress, based on a discounted agency fee of \$170/hour for the total number of hours worked up to the delivery of notice of termination. Schifino Lee time and expenses spent collecting and transferring files on behalf of RPPTL after notice of termination will also be billed at Schifino Lee's fee of \$170/hour rate. Notwithstanding the foregoing or anything to the contrary set forth herein, RPPTL may immediately terminate this Agreement if the Florida Bar determines, in its sole discretion, that Schifino Lee has not acted in the Florida Bar's best interests.

TERMS AND CONDITIONS: The terms and conditions of The Florida Bar, attached hereto as Exhibit "B" are incorporated herein by this reference (the "Florida Bar Terms and Conditions" Schifino Lee is referred to as the "Contractor" in the Florida Bar Terms and Conditions. In the event of any conflict between the terms of this Agreement and those of the Florida Bar Terms and Conditions, the terms and conditions of The Florida Bar attached hereto as Exhibit "B" shall control.

DELIVERABLES: The deliverables during the first five (5) months of this Agreement include, without limitation, the list of deliverables attached hereto as Exhibit "C" and are incorporated herein by this reference.

We look forward to working with you and The Florida Bar's Real Property, Probate, and Trust Law Section. Please sign and return this document to Schifino Lee or contact me to review.

Thank you.



8.31.22

For Schifino Lee

Date

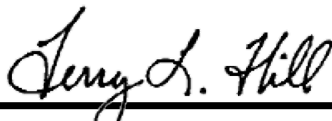


8/31/22

For The Florida Bar's Real Property, Probate, and Trust Law Section RFP Response

Date

#1394901v4



Division Director, Programs

09-08-2022

For The Florida Bar

Date

Exhibit "A"

[attach Schifino Lee Pricing Schedule]

The Florida Bar: Real Property, Probate, and Trust Law Section

Phased Approach to Branding, Website & Marketing Communications



| | 2022 - 2023 | | | | | | | | | | |
|--|-------------------------------|-------------|---------|----------|------------|--|------------|------------|------------|-----|------|
| | August | September | October | November | December | January | February | March | April | May | June |
| INFRASTRUCTURE | | | | | | | | | | | |
| * Communications Strategy, Creative Identity, Content Plan | Messaging Strategy & Creative | | | | | | | | | | |
| * Media Database Creation | Database Creation | | | | | | | | | | |
| * Website Planning, Copy, Design & Programming | Planning | Development | | | Launch | | | | | | |
| CAMPAIGNS (*Please Note: Hypothetical flow for 2022 broken apart as a visual example for 7.21.21 Meeting) | | | | | | | | | | | |
| * Full Campaign | | | | | Campaign 2 | | | Campaign 4 | | | |
| * Medium Campaign | Campaign 1 | | | | | | | Campaign 5 | | | |
| * Small Campaign | | | | | Campaign 3 | | Campaign 6 | Campaign 7 | Campaign 8 | | |
| ONGOING SERVICES | | | | | | | | | | | |
| * Website Maintenance | Website Maintenance | | | | | | | | | | |
| * Account Management | Account Management | | | | | | | | | | |
| Months 1-11 (August 1, 2022 – June 30, 2023) | | | | | | | | | | | |
| \$TBD | | | | | | | | | | | |
| Months 1-5 (August 1, 2022 – December 31, 2022) | | | | | | Months 6-12 (January 1, 2023 – June 30, 2023) | | | | | |
| \$TBD Per Month Total: \$TBD | | | | | | \$TBD Per Month Total: \$TBD | | | | | |
| Includes: | | | | | | Includes: | | | | | |
| <ul style="list-style-type: none"> •Message Strategy + Creative Identity •Research •Database Creation •Website Development •Creative Assets Production •Campaign Implementation •Account Management | | | | | | <ul style="list-style-type: none"> •Creative Assets Production •Campaign Implementation •Web Maintenance •Account Management | | | | | |

The Florida Bar: Real Property, Probate, and Trust Law Section

Phased Approach to Branding, Website & Marketing Communications



| Budget 2022 (thru December 31, 2022) | | | | | | | | | | |
|--|-------------------|------------------|---------------------|----------|-----------------|------------------|----------|----------------|-----------------|--|
| CONTENT MARKETING CAMPAIGN | Price | Full Campaign | | | Medium Campaign | | | Small Campaign | | |
| | | Quantity | Total | Price | Quantity | Total | Price | Quantity | Total | |
| Email | \$ 2,550 | 1 | \$ 2,550.00 | \$ 2,550 | 1 | \$ 2,550 | \$ 2,550 | 1 | \$ 2,550 | |
| Blog | \$ 750 | 2 | \$ 1,500.00 | \$ 750 | 2 | \$ 1,500 | \$ 750 | 1 | \$ 750 | |
| Article | \$ 1,000 | 1 | \$ 1,000.00 | \$ 1,000 | 0 | \$ - | \$ 1,000 | 0 | \$ - | |
| Video | \$ 7,500 | 1 | \$ 7,500.00 | \$ 7,500 | 0 | \$ - | \$ 7,500 | 0 | \$ - | |
| Fact Sheet | \$ 2,000 | 1 | \$ 2,000.00 | \$ 2,000 | 1 | \$ 2,000 | \$ 2,000 | 0 | \$ - | |
| Social Post | \$ 500 | 3 | \$ 1,500.00 | \$ 500 | 2 | \$ 1,000 | \$ 500 | 1 | \$ 500 | |
| Press Release | \$ 3,000 | 1 | \$ 3,000.00 | \$ 3,000 | 1 | \$ 3,000 | \$ 3,000 | 1 | \$ 3,000 | |
| Infographics | \$ 1,750 | 1 | \$ 1,750.00 | \$ 1,750 | 0 | \$ - | \$ 1,750 | 0 | \$ - | |
| Press Events | \$ 3,500 | 0 | \$ - | \$ 3,500 | 0 | \$ - | \$ 3,500 | 0 | \$ - | |
| Account Management | \$ 5,000 | 1 | \$ 5,000.00 | | 1 | \$ 2,500 | | 0 | \$ 1,250 | |
| Pitch Letters | \$ 2,000 | 1 | \$ 2,000.00 | \$ 2,000 | 0.5 | \$ 1,000 | \$ 2,000 | 0 | \$ - | |
| TOTAL | | | \$ 27,800.00 | | | \$ 13,550 | | | \$ 8,050 | |
| CONTENT MARKETING CAMPAIGN | | | | | | | | | | |
| Full Campaign | | 2 | \$ 27,800 | | | | | | | |
| Medium Campaign | | 2 | \$ 13,550 | | | | | | | |
| Small Campaign | | 2 | \$ 8,050 | | | | | | | |
| TOTAL | | | \$ 98,800 | | | | | | | |
| INFRASTRUCTURE | | | | | | | | | | |
| Database | \$ 6,800 | | | | | | | | | |
| Website | \$ 25,000 | | | | | | | | | |
| Strategic Messaging | \$ 15,000 | | | | | | | | | |
| Meltwater | \$ 1,750 | | | | | | | | | |
| PR Newswire | \$ - | | | | | | | | | |
| TOTAL | \$ 48,550 | | | | | | | | | |
| ONGOING SERVICES | | | | | | | | | | |
| Web Maintenance | \$ 500 | 6 | \$ 3,000 | | | | | | | |
| Account Management | \$ 2,000 | 11 | \$ 22,000 | | | | | | | |
| TOTAL | | | \$ 25,000 | | | | | | | |
| SUBTOTAL | \$ 172,350 | | | | | | | | | |
| Per Month (Over 11 Months) | \$ 15,668 | | | | | | | | | |
| | | Total | Per Month | | | | | | | |
| Months 1-5 (August 1, 2022 – December 31, 2022) | \$ 99,900 | \$ 19,980 | | | | | | | | |
| Months 6-12 (January 1, 2023 – June 30, 2023) | \$ 72,450 | \$ 12,075 | | | | | | | | |

The Florida Bar: Real Property, Probate, and Trust Law Section

Phased Approach to Branding, Website & Marketing Communications



| | 2022 - 2023 | | | | | | | | | | |
|---|-------------------------------|-------------|---------|----------|------------|--|------------|------------|------------|------------|------|
| | August | September | October | November | December | January | February | March | April | May | June |
| INFRASTRUCTURE | | | | | | | | | | | |
| * Communications Strategy, Creative Identity, Content Plan | Messaging Strategy & Creative | | | | | | | | | | |
| * Media Database Creation | Database Creation | | | | | | | | | | |
| * Website Planning, Copy, Design & Programming | Planning | Development | | Launch | | | | | | | |
| CAMPAIGNS (*Please Note: Hypothetical flow for 2022 broken apart as a visual example for 7.21.21 Meeting) | | | | | | | | | | | |
| * Full Campaign | Campaign 1 | | | | Campaign 2 | | | | Campaign 4 | | |
| * Medium Campaign | Campaign 1 | | | | | Campaign 3 | | Campaign 5 | | Campaign 8 | |
| * Small Campaign | | | | | Campaign 3 | | Campaign 6 | Campaign 7 | | | |
| ONGOING SERVICES | | | | | | | | | | | |
| * Website Maintenance | Website Maintenance | | | | | | | | | | |
| * Account Management | Account Management | | | | | | | | | | |
| Months 1-11 (August 1, 2022 – June 30, 2023) | | | | | | | | | | | |
| \$TBD | | | | | | | | | | | |
| Months 1-5 (August 1, 2022 – December 31, 2022) | | | | | | Months 6-12 (January 1, 2023 – June 30, 2023) | | | | | |
| \$TBD Per Month Total: \$TBD | | | | | | \$TBD Per Month Total: \$TBD | | | | | |
| Includes: | | | | | | Includes: | | | | | |
| <ul style="list-style-type: none"> • Message Strategy + Creative Identity • Research • Database Creation • Website Development • Creative Assets Production • Campaign Implementation • Account Management | | | | | | <ul style="list-style-type: none"> • Creative Assets Production • Campaign Implementation • Web Maintenance • Account Management | | | | | |

EXHIBIT "B"
FLORIDA BAR
STANDARD CONTRACT TERMS & CONDITIONS

In addition to the terms and conditions referenced in the primary document (RFP, contract, agreement, purchase order, MOU, etc.), any final agreement between The Florida Bar (TFB) and the Contractor will also include the following provisions, which will be incorporated by reference into the signed, final version of the primary document.

- I. **Accessibility.** The Contractor warrants that its product, service, program, platform, or facilities are currently in compliance with the Americans with Disabilities Act (ADA) and all amendments. The Contractor agrees that during the term of this Agreement the product, service, program, platform, or facilities will remain in compliance with all applicable federal and state disabilities laws and regulations.

If the contract is for facilities:

- A. TFB agrees that one week in advance of the event, TFB will furnish to a list of any auxiliary aids needed by TFB attendees in meeting and function spaces. TFB agrees that TFB will be responsible for the procurement and payment of all charges for all auxiliary aids.
- B. The Contractor will furnish TFB, upon TFB request, with the names of businesses TFB can contact to obtain these aids.
- C. TFB agrees to be responsible for compliance with the ADA in the setup and conduct of meetings.

TFB may request a timely response, resolution, or remediation to accessibility concerns at no cost to TFB. The Contractor agrees to promptly respond to TFB requests and resolve complaints within 3 business days. Where the Contractor is unable to resolve a TFB accessibility request or complaint within 3 business days, and where TFB provides the Contractor with 60 days' notice, TFB and the Contractor agree to cancel the contract and discharge all claims, actions, and costs subsequent to the cancellation date.

- II. **Assignment.** The Contractor may not assign or transfer the Agreement without the prior written consent of TFB.
- III. **Attorney Fees & Costs.** If a dispute arises under this Agreement, regardless of whether a lawsuit or other proceeding is filed, the prevailing party will be entitled to recover its reasonable attorney fees and costs, including attorney fees and costs incurred in litigating entitlement to

attorney fees and costs, as well as in determining or quantifying the amount of recoverable attorney fees and costs. The reasonable costs to which the prevailing party is entitled includes costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including but not limited to costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

IV. **Budget Authorization.** The Contractor acknowledges that TFB, on an annual basis, must obtain final budget authorization from the Supreme Court of Florida for all expenses associated with this Agreement. TFB agrees to seek such authorization in good faith but, in the absence of such appropriation, TFB will have the right to immediately terminate this Agreement consistent with the provisions of this Agreement.

V. **Dispute Resolution**

A. **Exclusive Dispute Resolution Mechanism.** The parties will resolve any dispute, controversy, or claim arising out of or relating to this Agreement under this section.

B. **Negotiation.** First, a party will send written notice to the other party of any dispute. The parties will attempt in good faith to resolve any dispute set forth in the dispute notice by negotiation and consultation between themselves.

C. **Mediation.**

1. Next, if the parties have not resolved the dispute through negotiation within 2 weeks from the date of the dispute notice, the parties will submit the dispute to any mutually agreed-upon mediation service for mediation, by providing to the mediation service a joint written request for mediation, setting forth the subject of the dispute and the relief requested.
2. The parties will cooperate with one another in selecting a mediation service and will cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings.
3. The parties will use commercially reasonable efforts in participating in the mediation.
4. The parties will equally share the mediator's fees and expenses and the costs incidental to the mediation.

5. The parties agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation involving the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- D. Litigation as a Final Resort. Finally, if the parties cannot resolve a dispute for any reason, including but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within 2 weeks of the date of mediation, either party may file suit in accordance with the venue clause below.
- VI. **Equal Employment**: By entering into this Agreement with TFB, the Contractor agrees that it does not, and will not, unlawfully discriminate against any person because of age, sex, race, creed, religion, national origin or disability and that it will take positive steps to assure equal opportunity.
- VII. **Force Majeure, Notice of Delay, and No Damages for Delay**
- A. Definitions
1. "Affected party" means a party to this Agreement that is affected by a force majeure event. Because the affected party cannot prevent the force majeure event, the affected party is without liability.
 2. "Force majeure event" means an event or circumstance that is beyond the control of the affected party. Such events include but are not limited to:
 - Acts of God
 - Flood, fire, earthquake, hurricane or explosion
 - Disease, epidemic, pandemic such as COVID-19, any variants, or quarantine
 - War, invasion, or hostilities, whether war is declared or not
 - Terrorist threats or acts, riots, protest, civil unrest, civil strife, or political unrest
 - Local, state, federal or foreign government recommendation, regulation, mandate, order, law, statute, or advisory
 - Actions, embargoes or blockades in effect on or after the date of this Agreement
 - Action by any governmental authority
 - National or regional emergency

- Unseasonable extreme inclement weather
- Strikes, labor stoppages or slowdowns or other industrial disturbances
- Shortage of adequate power or transportation
- Any other cause reasonably beyond the affected party's control

3. "Without liability" means that there will be no liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages, or any other damages. The Contractor has no entitlement to, and TFB has no liability for: any costs, losses, expenses, damages or the payment of any part of the contract price during a force majeure event; or any delay costs incurred by the Contractor due to a force majeure event.

B. When and to the extent such failure or delay is caused by or results from a force majeure event, the affected party will give 10 days' written notice of the force majeure event to the other party, stating how long the occurrence is expected to continue. The affected party will use diligent efforts to end the failure or delay and ensure the effects of the force majeure event are minimized.

C. The affected party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for 180 days following written notice, either party may terminate this Agreement upon 10 days' written notice.

D. A force majeure event does not relieve an affected party from liability for an obligation that arose before the occurrence of the event and does not affect the affected party's obligation to make payments that matured before the force majeure event occurred.

VIII. **Independent Contractor**. The Contractor and TFB represent that they are acting in their individual capacities and not as agents, employees, partners, or associates of one another. Nothing in this Agreement will confer upon the Contractor the right to be engaged as an employee by TFB. TFB and the Contractor acknowledge and agree that as an independent contractor, the Contractor will not be considered or permitted to be a partner, associate, employee, or agent of TFB. The Contractor will not have any claim under this Agreement as a third-party beneficiary, employee, or otherwise against TFB for vacation pay, sick leave, health insurance, retirement benefits, life insurance, disability, or other employee benefits of any kind.

As an independent contractor, the Contractor will be solely responsible for self-employment, social security, and federal and state income taxes applicable to compensation paid to the Contractor by TFB under this Agreement and TFB will not be responsible for withholding or paying any income, payroll, social security, or other federal, state, or local taxes. The Contractor will indemnify, defend and hold harmless TFB against any and all such taxes. The Contractor is not an employee of TFB and is therefore expressly excluded from receiving workers' compensation under TFB's worker's compensation insurance program.

IX. **Indemnification.**

- A. TFB will indemnify and defend the Contractor, its officers, directors, employees and agents, from and against any claims, actions, demands, judgments, liabilities, losses, fines, penalties, and expenses, including attorneys' fees and expenses resulting from, or alleged to result from, the TFB's breach of this Agreement.
- B. The Contractor will indemnify and defend TFB, its officers, directors, employees and agents, from and against any claims, actions, demands, judgments, liabilities, losses, fines, penalties, and expenses, including attorneys' fees and expenses resulting from, or alleged to result from, the Contractor's breach of this Agreement.
- C. To receive the foregoing indemnities, the party seeking indemnification must notify the indemnifying party in writing of a claim or suit promptly and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. Neither party will have any obligation to indemnify the other under any settlement made without its written consent.

X. **Insurance.** The Contractor agrees to:

- A. Obtain, carry, maintain and provide evidence of liability and other insurance in sufficient amounts to provide coverage against any claims arising out of or resulting from Contractor's obligations pursuant to this Agreement;
- B. Provide proof of workers' compensation insurance for any of the Contractor's employees on TFB premises upon request;
- C. Require any outside subcontractor to provide proof of workers' compensation insurance and proof of adequate general liability coverage for any activities on TFB premises;

- D. To name TFB as an additional insured to all applicable insurance policies obtained or maintained by the Contractor, relative to the requirements of this Agreement; and
- E. Seek written TFB approval of amounts and terms of insurance coverages provided by the Contractor.
- XI. **Integration.** The Agreement contains the entire agreement and understanding by and between the parties, and no representations, promises, agreements, or understandings, written or oral, not contained in the Agreement will be of any force or effect.
- XII. **Invoices**
- A. Invoices must contain sufficient information to adequately describe the period, quantity and type of services or purchases being invoiced for required pre- and post-audits, and should be emailed to Accounting@floridabar.org or mailed to Accounts Payable, The Florida Bar, 651 E. Jefferson Street, Tallahassee, Florida 32399-2300.
- B. Charges are considered due 30 days from the invoice date unless specified otherwise in the Agreement. The Contractor is responsible for providing accurate billing and contact information and notifying TFB of any changes.
- XIII. **Modification.** Any alteration, variation, change, modification or waiver of provisions of the Agreement will be valid only when it has been reduced to writing, signed by each of the parties, and attached to the original Agreement.
- XIV. **Non-Discrimination.** TFB is committed to the principle that all persons will have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by TFB policy and/or applicable laws. TFB prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. TFB expects its contractors to maintain an environment free of discrimination, including harassment, bullying, or retaliation, whenever and wherever those individuals are conducting TFB business or participating in TFB events or activities.
- XV. **Non-Exclusive Rights.** The right to provide services under the Agreement is not exclusive. TFB reserves the right to contract for and purchase these services from as many firms as it deems necessary without infringing upon or terminating the Agreement.

XVI. **Notice.** Any notice or communication required or permitted under the Agreement will be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth at in the Agreement, or to such other addresses as the parties may furnish to each other in writing.

XVII. **Promotion.**

- A. The Contractor will not use its relationship with TFB in any social media, commercial advertising, sales promotion, press releases or other publicity matter without the express written consent of TFB. Further, the Contractor acknowledges, covenants and agrees that it is prohibited from in any way using, reproducing, promoting, associating, or in any way publishing the name, trade name, service mark, trademark, likeness or image of TFB without the prior written consent of TFB.
- B. Social media includes the internet, multi-media and social networking sites, blogs, microblogs, podcasts, forums, content communities, and wikis. When using social media, the Contractor must comply with TFB's Social Media Policy.

XVIII. **Records**

- A. The Contractor acknowledges that its performance of services under this Agreement may involve access to confidential information, and agrees at all times during the term of the Agreement and thereafter to hold in strictest confidence, and not to use, except for the benefit of TFB to fulfill the Contractor's obligations under this Agreement, or to disclose to any person, firm or corporation without written authorization of TFB, any confidential information of TFB.
- B. "Confidential information" means any TFB-proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, plans, products, services, member information, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by TFB either directly or indirectly in writing, orally, electronically or otherwise. Further, confidential information includes "trade secrets" within the meaning of the Florida Uniform Trade Secrets Act, Section 688.001 *et seq.*, Florida Statutes. Confidential information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of the Contractor or of others.
- C. The Contractor will not access, use or disclose confidential information except as permitted, required by this Agreement or as otherwise authorized by TFB in writing, or required by applicable laws. If required

by a court of competent jurisdiction or administrative body to disclose confidential information, the Contractor will notify TFB in writing immediately upon receiving notice of such requirement and prior to such disclosure.

- D. The Contractor will not disclose any confidential information to any third party, *except* to its employees, subcontractors or agents that need to have access to such information and solely for the purpose of providing services to TFB under this Agreement, provided that such recipients are bound by confidentiality provisions no less restrictive than those in this Agreement.
- E. The Contractor agrees to protect the privacy and security of TFB data designated as confidential according to all applicable laws and regulations, by commercially acceptable standards, and no less rigorously than it protects its own confidential information.
1. If confidential information is accessed by unauthorized parties, that is considered a breach, and the Contractor will report the breach to TFB contract manager, orally and in writing, within 2 business days after the Contractor knows or reasonably suspects that a breach may have occurred. In the event of a suspected breach, the Contractor will keep TFB contract manager informed regularly of the progress of its investigation until the issue is resolved.
 2. "Breach" means the unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the covered entity does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
 3. The Contractor's report to TFB contract manager will identify:
 - a. The nature of the unauthorized access, use or disclosure;
 - b. The confidential information accessed, used or disclosed;
 - c. The persons who accessed, used, disclosed or received the confidential information;
 - d. The steps taken, or to be taken, to mitigate any deleterious effect of the unauthorized access, use or disclosure;
 - e. The corrective action taken, or to be taken, to prevent future unauthorized access, use or disclosure; and
 - f. Any other information as reasonably requested by TFB.
 4. In the event of a breach by the Contractor, the Contractor agrees to promptly reimburse all costs arising from the breach to TFB, including but not limited to costs of notification of individuals, credit

monitoring/identity restoration services, penalties levied against TFB, attorney fees, and court costs. Further, any breach may be grounds for immediate termination of this Agreement.

5. In the event of a breach by the Contractor that results in litigation involving TFB, the Contractor will make itself and employees, subcontractors and agents available to TFB at no cost to testify as witnesses.
- F. All documents, papers, letters, or other materials relating to the Agreement that do not meet the above definition of “confidential information” and that are made or received by the Contractor in conjunction with the Agreement are required to be available for public access and copying in the manner specified by applicable Florida law. TFB may unilaterally cancel the Agreement for the Contractor’s refusal to allow access to public records.
- G. The Contractor agrees that, as required by applicable state and federal law, auditors designated by TFB will have the option to audit the outsourced service. The Contractor will make records pertaining to this Agreement available to auditors and TFB during normal working hours for this purpose.
- H. The Contractor will maintain records for 3 years after the expiration of the Agreement.
- XIX. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- XX. **Subcontracting.** The Contractor may enter into written subcontracts for performance of work under the Agreement only with prior written approval of TFB. TFB will have the continuing right throughout the term of the Agreement to disapprove subcontractors if such disapproval would be in the best interest of TFB. Any subcontract entered into by the Contractor with respect to performance under the Agreement will not in any way relieve the Contractor of any responsibility for performance of duties stipulated in the Agreement.

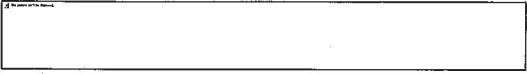


Exhibit "C"

[attach List of Deliverables]

Exhibit “C”

Deliverables to Schifino Lee/RPPTL Agreement Dated August 31, 2022

Infrastructure:

- Content strategy platform
- Creative style guide
- Audience database
- Website
- Computer wireframe
- Design board & schematics
- Monthly Status Reports
- Website Analytic Reports

Campaign, size dependent:

- Press Releases
- Speaking Engagements
- Public Relations Events
- Media Pitches
- Email Marketing
- Social Posts
- Infographics + Fact Sheets
- Blog Posts
- White Papers
- Articles

Supreme Court of Florida

TUESDAY, OCTOBER 18, 2022

CASE NO.: SC22-122

IN RE: REPORT AND RECOMMENDATIONS OF THE WORKGROUP
ON IMPROVED RESOLUTION OF CIVIL CASES

The above case is hereby scheduled for oral argument at 9:00 a.m., Thursday, December 8, 2022. Ninety minutes are allocated for oral argument.

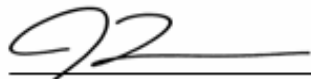
The proponent of any change and any interested person who submitted a comment in this matter is invited to participate in oral argument, provided a proper request for oral argument is filed with this Court on or before Friday, October 28, 2022. If an interested person wishing to participate has already filed a separate request for oral argument pursuant to the Court's publication notice, a new request is not required to be filed. The division of oral argument time will be decided at a later date.

To comply with Florida Rule of Judicial Administration 2.140(b)(5), the proposed amendments have been posted to the Court's website (<http://www.floridasupremecourt.org>) via the online docket.

NO CONTINUANCES WILL BE GRANTED EXCEPT UPON A SHOWING OF EXTREME HARDSHIP.

A True Copy

Test:



John A. Tomasino
Clerk, Supreme Court



kj

Served:

GEORGE N. MEROS JR.
HON. THOMAS PATRICK BARBER, JUDGE
RICHARDS H. FORD
RICHARD E. RAMSEY
HERMAN J. RUSSOMANNO
NICHOLE J. SEGAL
LEWIS W. MURPHY JR.
HON. CAROLINE TESCHE ARKIN, JUDGE
HON. CATHERINE M. CATLIN, JUDGE
HON. WENDY JOY DEPAUL, JUDGE
JOHN W. LITTLE III
SARAH S. BUTTERS
KARLA D. ELLIS
HON. ROBERT W. LEE, JUDGE
W. RANDALL BASSETT
JASON GOLDSTEIN
HON. CHERYL KENDRICK THOMAS, JUDGE
ASGHAR A. SYED
DENNIS W. MOORE
DANIEL J. SANTANIELLO
KIMBERLY K. BERMAN
FRANCISCO RAMOS JR.
HON. DONALD ALVIN MYERS JR., JUDGE
HON. DIANA LEE MORELAND, JUDGE
DANIEL W. BELL
HON. JAMES MANLY BARTON II, JUDGE
KENNETH B. BELL
HON. JENNIFER D. BAILEY, JUDGE
ROBERT L. CHRISTIE
KANSAS R. GOODEN
HON. EMILY A. PEACOCK, JUDGE
HON. LINDSAY M. ALVAREZ
ELIZABETH CLARK TARBERT

CORY L. ANDREWS
SCOTT A. COLE
COLLEEN REPPEN SHIEL
HON. ROBERT J. MORRIS, CHIEF JUDGE
HOWARD C. COKER
MATTHEW N. POSGAY
DORIS N. LAING
JULIA WYDA
HON. PATRICIA ANN MUSCARELLA, JUDGE
HON. CLAUDIA RICKERT ISOM, JUDGE
HON. WESLEY D. TIBBALS, JUDGE
HON. LYANN GOUDIE, JUDGE
HON. VIVIAN TERESA CORVO
HON. SUSAN SHORTER LOPEZ, JUDGE
CRISTEN HEATHER MARTINEZ, CHAIR, SMALL CLAIMS RULES
COMMITTEE
ASHLEY WITHERS
JOSEPH J. KALBAC JR.
TARA R. PRICE
HON. GINA BEOVIDES, JUDGE
HON. MONIQUE MARIE SCOTT
THOMASINA MOORE
HENRY C. WHITAKER
THOMAS S. EDWARDS JR.
WILLIAM T. COTTERALL
BARD D. ROCKENBACH
HON. KATHERINE G. ESSRIG
FRED W. BAGGETT
M. HOPE KEATING
SARA E. GOLDFARB
HENRY LAWRENCE PERRY
KIMBERLY M. JONES
EVELYN F. DAVIS
HON. JAMES SALVATORE GIARDINA, JUDGE
ANDREW D. MANKO

HON. CHRISTOPHER NIDA PATTERSON, CHIEF JUDGE
CRAIG M. GREENE
JOHN J. BAJGER
ANTHONY HUNTER QUACKENBUSH
KELLY NOEL SMITH
HON. MICHAEL T. MCHUGH, CHIEF JUDGE
HEATHER SAVAGE TELFER
HON. CHRISTOPHER CHARLES NASH, JUDGE
JASON B. GONZALEZ
HON. MELISSA M. POLO, JUDGE
HON. HELENE L. DANIEL, JUDGE
HON. MATTHEW ALEX SMITH, JUDGE
HON. LAWRENCE MARK LEFLER, JUDGE
HON. MIRIAM V. VALKENBURG, JUDGE
LANDIS V. CURRY III, CHAIR, CIVIL PROCEDURE RULES
COMMITTEE
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JOHN S. MILLS
CELENE H. HUMPHRIES
CHRISTOPHER J. BAUM
HON. SCOTT A FARR, JUDGE
HON. LISA ANN ALLEN, JUDGE
JASON LAWRENCE UNGER
WILLIAM L. DURHAM II
SCOTT M. EDSON
JOHN H. HICKEY
SCOTT G. HAWKINS
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AMELIA HALLENBERG BEARD, VICE CHAIR, CIVIL PROCEDURE
RULES COMMITTEE

CARLOS ALBERTO REY

CLERKS OF THE DISTRICT COURTS OF APPEAL

CHIEF JUDGES OF THE DISTRICT COURTS OF APPEAL

CLERKS OF THE JUDICIAL CIRCUITS

CHIEF JUDGES OF THE JUDICIAL CIRCUITS

IN THE SUPREME COURT OF FLORIDA
CASE NO. 22-122

IN RE: REPORT AND RECOMMENDATIONS
OF THE WORKGROUP ON IMPROVED
RESOLUTION OF CIVIL CASES.

REAL PROPERTY, PROBATE & TRUST LAW SECTION OF THE
FLORIDA BAR'S REQUEST FOR ORAL ARGUMENT

Pursuant to this Court's order dated October 18, 2022, the Real Property, Probate & Trust Law Section of The Florida Bar ("Section") requests oral argument in the above-styled matter. The Section is interested in the workgroup's product and has filed comments pertaining to it.

The Executive Committee of the Section authorized and requested that the undersigned member and former chair of the Section prepare and file this document and participate in oral argument on behalf of the Section.

Respectfully Submitted,

GOLDMAN FELCOSKI & STONE, P.A.
850 Park Shore Drive, Suite 203
Naples, FL 34103
239-436-1988
rgoldman@gfsestatelaw.com

/s/ Robert W. Goldman, FBN 339180

CERTIFICATE OF SERVICE

I CERTIFY that this document was served via the Florida E-Portal on all persons listed for this matter on the Florida E-Portal, this 25th day of October, 2022.

/s/ Robert W. Goldman, FBN 339180

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If **initialed by all parties**, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____ **Seller's Initials** _____

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (**CHECK ONE**): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Association (**CHECK ONE**): has does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (**CHECK ONE**): have do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are \$ _____ payable (**CHECK ONE**): monthly quarterly semi-annually annually and if more than one Association assessment \$ _____ payable (**CHECK ONE**): monthly quarterly semi-annually annually and the current rent on recreation areas, if any, is \$ _____ payable (**CHECK ONE**): monthly quarterly semi-annually annually

A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

- (c) Special Assessments and Prorations:

- (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: _____

- (ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

- (iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

- (iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

- (v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

- (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(l), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

5. NON-DEVELOPER DISCLOSURE:

(CHECK ONE):

(a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND

LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (**CHECK ONE**): requests does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

7. BUYER'S RECEIPT OF DOCUMENTS:

(**COMPLETE AND CHECK ONLY IF CORRECT**) Buyer received the documents described in Paragraph 5, above, on _____.

8. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # _____ Garage # _____ Other: _____

9. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

10. GOVERNANCE FORM- MILESTONE INSPECTION REPORT: STRUCTURAL INTEGRITY RESERVE STUDY:

~~10:~~

~~PURSUANT TO CHAPTER 718, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE FROM SELLER A COPY OF THE GOVERNANCE FORM IN THE FORMAT PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, SUMMARIZING THE GOVERNANCE OF THE CONDOMINIUM ASSOCIATION.N.~~

(a) GOVERNANCE FORM: Pursuant to Chapter 718, F.S., Buyer is entitled to receive from Seller a copy of the governance form in the format provided by the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, summarizing governance of condominium associations.

(b) MILESTONE INSPECTION REPORT SUMMARY: Pursuant to Section 718.503(2)(a)(5), F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the Association.

(c) STRUCTURAL INTEGRITY RESERVE STUDY: Pursuant to Section 718.503(2)(a)(6), F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the Association's most recent integrity reserve study or a statement that the Association has not completed a structural integrity reserve study.

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