

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

Agenda

- I. **Presiding** — *Sarah Butters, Chair*
- II. **Secretary's Report** — *Sancha Brennan, Secretary*
 - 1. Motion to approve the minutes of the July 23, 2022 meeting of the Executive Council held at the Breakers Hotel in Palm Beach, FL. **p. 3**
 - 2. Meeting Attendance. **p. 18**
- III. **Chair's Report** — *Sarah Butters, Chair*
 - 1. Thank you to our Sponsors!
 - 2. Introduction and comments from Sponsors. **p. 46**
 - 3. Interim Actions Taken by the Executive Committee.
 - A. **Approval of communications contract with Schfino Lee p. 49**
 - 4. 2022-2023 Executive Council Meetings. **p. 70**
 - 5. General Comments of the Chair.
- IV. **Chair-Elect's Report** — *Katherine Frazier, Chair-Elect*
 - 1. 2023-2024 Executive Council meetings. **p. 71**
- V. **General Standing Division Report** — *S. Katherine Frazier, Chair-Elect*
 - General Comments and Recognition of Division Sponsors.

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

General Comments and Recognition of Division Sponsors.

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

General Comments and Recognition of Division Sponsors.

VIII. Adjourn: Motion to Adjourn.

**Real Property, Probate and Trust Law Section
Executive Council Meeting
The Breakers
Palm Beach, Florida
July 23, 2022
9:45 a.m.**

Minutes

I. Presiding — Sarah Butters, Chair

The Chair called the meeting to order at 9:47 a.m.

II. Secretary's Report — Sancha Brennan, Secretary

Sancha Brennan presented the minutes of the June 4, 2022, meeting of the Executive Council held at Hawks Cay Resort in Duck Key, Florida for approval and advised members that corrections to the attendance for the 2021-22 Bar year were notated and would be reflected in the final records.

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

III. Chair's Report — Sarah Butters, Chair

1. The Chair recognized and thanked the Section's General Sponsors and the Friends of the Section:

General Sponsors

**Attorney's Title Fund Services, LLC
WFG National Title Insurance Company
Stewart Title
First American Title Insurance Company
Westcor Land Title Insurance Company
Stout Risius Ross, Inc.
Guardian Trust
FNF Family of Companies (Fidelity National Financial)
Management Planning, Inc.
J.P. Morgan Private Bank
Old Republic National Title Insurance Company**

Friends of the Section

Business Valuation Analysts, LLC

CATIC

Cumberland Trust

Estate Inventory Services

Fiduciary Trust International of the South

Heritage Investment Group

Hindman Auctions

National Philanthropic Trust

Doma Title Insurance

Probate Cash

Title Resources

Valuation Services, Inc.

Wells Fargo Private Bank

Section Sponsor Recognition: Chair Butters introduced **David Shanks** of **Stewart Title**, who thanked the Section for the opportunity to serve as a sponsor.

2. Milestones:

- A. Section Olympics Trophy: Chair Butters introduced John Moran, Probate Division Director, who, amidst cries of disbelief, graciously relinquished the coveted Section Olympics Trophy to former Section Chair, Bob Swaine, as representative of the Real Property Division. Bob Swaine thanked the efforts of the Real Probate Division members.
- B. ActionLine Award: Chair Butters introduced Erin Finlen, as incoming Chair of ActionLine, who introduced Mike Bedke, Co-Chair. Mike thanked the members of the Section who have provided content to ActionLine, including Silvia Rojas, Mike Gelfand and John Neukamm for submitting pictures. He then recognized Jeff Baskies, the outgoing ActionLine Committee Chair, thanking him for the great work he has done over the years developing ActionLine into a top-notch, full-color legal periodical. As a show of appreciation, Mike Bedke and Erin Finlen presented Jeff Baskies several bottles of fine wine, wine glasses and a framed, autographed copy of The Kelley Homestead Paradigm.

Section Sponsor Recognition: Chair Butters introduced **Carlos Batlle** from **JP Morgan Private Bank**, who expressed his appreciation for the opportunity to sponsor the Section, identified the location of their offices originating in Palm Beach, and in Miami, Naples, Tampa, Orlando and most recently, Jacksonville, Fort Lauderdale and Sarasota; and thanked the Executive Council for the opportunity to sponsor.

C. Congratulations: Chair Butters then announced to the Council the achievement of star athlete, **Sara Dunbar**, daughter of Pete and Susan Dunbar, and member of Team Florida Cheerleading, congratulating her on earning a Gold Medal in Cheerleading at the June 2022 Special Olympics, USA Games, to a round of applause from the Council.

3. **Interim Actions Taken by the Executive Committee/Amicus Committee Report.**

A. Chair Butters advised that the Executive Committee unanimously approved the request from the Fifth DCA for an amicus brief in the case of *Gursky v. Armer*. Chair Butters introduced former Section Chair and current Chair of the Amicus Coordination Committee, Bob Goldman, who provided a brief synopsis of the issue and the Section’s anticipated response. Mr. Goldman referred to that chapter of the legal treatise, *Litigation Under Florida Probate Code*, authored by Section Treasurer, Jon Scuderi and former Section Chair, Brian Felcoski, entitled “Homestead Litigation” which provides a thorough analysis of the issue.

B. Mr. Goldman addressed questions from the floor relative to application of the analysis of the present issue to other prevailing rulings in cases dealing with protected homestead cases. Mr. Goldman reminded the Council that the Amicus Brief will be limited to the specific issue presented to the Section and informed the Council that the Florida Bar Board of Governors had just approved the Section’s Amicus filing last night. The Committee would be working on the brief, post haste; and directed the Council to review the report of the Amicus Committee for more information. Chair Butters thanked Mr. Goldman for his work on this, amid his other significant duties, including serving as the President for ACTEC.

4. General Comments of the Chair: Chair Butters noted the upcoming 2022-2023 Executive Council Meetings. The next meeting will be in Bar Harbor, Maine. The next in-state meeting will be in December at the Four Seasons in Orlando and at the Sandestin Resort in Destin at the end of February, and in Delray at the Opal Sands for the Convention.

*Section Sponsor Recognition: Chair Butters recognized Section Sponsor, **Len Prescott**, with **First American Title**, who expressed that it has been First American’s great honor and pleasure to serve as a Section Sponsor, and thanked the Section, personally for a wonderful experience.*

5. Continued Comments of the Chair: Chair Butters made some additional comments specific to the recently sold out Maine trip. Ms. Butters reminded the Council that, despite having increased the Section’s hotel room reservation block, it sold out very quickly; and she encouraged members to find alternative lodging. Chair Butters explained to the Council that room blocks are typically contracted in advance and the numbers are based upon the room reservation averages over the past few years – a number which has

been understandably difficult to gauge. She is working with event vendors to see if event maximums can be increased and expects to re-open event registration.

IV. Liaison with Board of Governors Report — *Roland Sanchez-Medina, Liaison*
Chair Butters recognized Roland Sanchez-Medina, Section Liaison with the Board of Governors.

1. Mr. Sanchez-Medina reported that the next meeting of the Board will be next week, and he commended the Bar and Chair Butters for the good work done by the Section, generally, and at the meeting.
2. Mr. Sanchez-Medina noted that Mike Tanner's term as Florida Bar President had concluded and that Gary Lesser was sworn in as President, and that former Section Liaison, Scott Westheimer, is now serving as President-Elect.
3. Mr. Sanchez-Medina requested that any comments, recommendations and criticisms be directed to him. He acknowledged and thanked the other members of the Board of Governors in attendance, including Michael Gelfand, Lorna Brown-Burton, Sandy Diamond, and Laird Lile.

V. Liaison with Florida Bar Pro Bono Committee – *Lorna Brown-Burton, Liaison*
Chair Butters recognized Lorna Brown-Burton, Chair of the Pro Bono Committee.

1. Ms. Brown-Burton first reported on the Summit: it was a successful hybrid summit that took place during the 2022 Annual Convention, with over 40 people in attendance. The purpose of the summit was to collaborate as to improvements in infrastructure of the pro bono community including the coordination of the placement of impact cases and improvements to technology tools used to recruit pro bono attorneys. The first half of the Summit was a panel discussion on leveraging impact work/impact cases. The second half was a presentation on Pro Bono technology to recruit pro bono attorneys.
2. Pro Bono Committee:
 - A. The Pro Bono Committee is working on the pro bono questions for the annual fee statement. Florida Bar Rule 4-6.1 has been changed and the Court removed the pro bono questions from the rule, so the questions are now removed from the annual fee statement. The rule now states: "The member's annual membership fees statement as developed by The Florida Bar." At a minimum, the statement must include the number of hours of pro bono legal services provided and the dollar amount of contributions to pro bono legal services organizations.
 - B. The committee also discussed the possibility of adding the TFB member portal page a section that the member can track pro bono hours, so when the member fills out the annual fee statement the member can refer back to the portal to see how many hours he or she has completed.
 - C. The committee created a subcommittee to work on the 2023 Winter Meeting Pro Bono CLE, 3-4 hours of ½ day live CLE program that will be recorded and placed on the Bar's 24/7 on demand CLE catalog for

free. Attorneys will have access to the CLE at no cost.

D. The Florida Bar Foundation has been marketing The One Promise Campaign which is an effort to increase pro bono work among lawyers in Florida.

Ms. Brown-Burton fielded a question from the floor as to whether probate attorneys were able to submit pro bono credit for work performed by paralegals at their direction. Ms. Brown-Burton replied that she did not think that was allowed but would check and report back to the Council.

Section Sponsor Recognition. Chair Butters thanked sponsor, **Old Republic Title Insurance Company** and introduced **Amber Ashton**, who expressed her enjoyment of the wonderful reception Friday night, appreciation working with members of the Section and thanked the Section.

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

Chair Elect, Katherine Frazier, directed the Council to the 2023-2024 list of Executive Council meetings:

July 19 – July 23, 2023, Executive Council Meeting & Legislative Update
The Breakers, Palm Beach, Florida

September 20 – September 24, 2023, Executive Council Meeting
Fairmont Le Chateau Frontenac, Quebec City, Quebec

November 8 – November 12, 2023, Executive Council Meeting
JW Marriott Tampa Water Street, Tampa, FL

February 21 – February 25, 2024, Executive Council Meeting
Ritz Carlton Grande Lakes, Orlando, Florida

May 29 – June 2, 2024, Executive Council Meeting & Annual Convention
Hyatt Regency Coconut Point, Bonita Springs, FL

Ms. Frazier reported that she is closely watching the attendance and reservation numbers at the meetings this year and hopes to be able to make adjustments, as appropriate. She then thanked the Council and expressed her enthusiasm for the coming year.

VII. Treasurer's Report — Jon Scuderi, Treasurer

Treasurer, Jon Scuderi, provided the financial summary through May, and explained that the year-end numbers through June are not yet available to the Section. He noted the effect of the fluctuating market on the fund balance is expected to be temporary. He also recognized the hard work of the members of the Budget Committee, specifically, Tae Bronner, Pam Price and Linda Griffin, noting that they will be working on the budget for the coming year.

Section Sponsor Recognition. Chair Butters recognized Section Sponsor, **FNF Family of Companies** and representative, **Karla Staker**, who expressed her

appreciation to the Section.

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

ALMS Director, Steve Mezer, provided updates on a number of continuing ALMS outreach projects:

1. Webpage – added an interactive calendar, a “Help Wanted” section, and a section promoting availability of pro bono work opportunities
2. Mr. Mezer recognized the ongoing work and contributions of member, Colleen Sachs, who has helped with the Division’s presence in the online and social media communities, among other projects.
3. Mr. Mezer recognized Arlene Udick – the 2021-22 ALM of the Year Award recipient, an award given by nomination and election of the ALMS members, noting her addition of legal aid groups to recipients of Section materials and information
4. He then provided a synopsis of the meeting and highlighted presentations made to the ALMS by: Ricky Hearn, Amber Jade Johnson, Erin Finlen, and Richard Warner and Former Section Chair, Julie Williamson who highlighted an issue for title holders discovering property restrictions running with the land to pay 3% commissions. Other Committees working on this issue include Problems Studies and Real Property Litigation Committees.
5. Director Mezer recognized the availability of accommodations to members with disabilities that may assist in meeting attendance and participation
6. The ALMS, working with the legal aid society, and with Shawn Brown as the liaison to other Section committees, were able to find volunteer attorney members to accept pro bono cases referred by legal aid. Before the conclusion of the committee meetings, all 13 pro bono cases were placed with members of the Section.

Special thanks given to Larry Miller and Laird Lile who stepped up to accept cases. Shawn will be back in December with more pro bono case opportunities.

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

1. Co-Chair, Lee Weintraub, announced a modification of the management of CLEs going forward. As CLEs are confirmed by the Co-Chairs, each program will be assigned a CLE Committee Vice-Chairs who will serve as the main contact liaison for the program chair or program steering committee chair. The CLE Committee Vice Chair will be available to assist (as needed), answer questions, and monitor deadlines.
2. Mr. Weintraub reminded the Council about the upcoming Leadership Training Programs scheduled for August 2nd and 24th beginning at 12:00 noon; and Co-Chair, Angela Adams, discussed the scheduled topics for each session of the Leadership Training. The next session will concern meeting management and will include a technology component and a presentation by the Chair about interfacing with our admin team. The final session will be moderated by Katherine Frazier and will focus on Section management and organization,

legislation, publications and CLE. Ms. Adams will re-circulate the link to the recorded session for any Committee Chair or Vice Chair who was unable to attend.

3. She then highlighted some of the upcoming CLE opportunities, including audio webcasts on e-recording, the Corporate Transparency Act, recent changes to the Professional Rules of Conduct and upcoming Attorney Trust Officer Conference in August.
4. Ms. Adams then congratulated Brenda Ezell, Chair of the Legislative Update Steering Committee, and her team on a successful seminar, to a round of applause from the Council.
5. She announced the QR Code that will direct members to the online catalog of CLE opportunities.

Section Sponsor Recognition. Chair Butters then recognized **Guardian Trust** and **Travis Finchum**, who addressed the group briefly to thank the Council

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

Action Item:

1. Co-chair, Wilhelmina Kightlinger, presented the Legislative Advisory Agreement with Dean, Mead, Dunbar, P.A., at page 46 of the agenda, as an Action Item. The legislative consulting team left the meeting room for the vote.

A. Motion to:

(A) approve the Legislative Advisory Agreement with Dean, Mead, Dunbar, P.A. for the years beginning September 1, 2022, and ending August 31, 2024; and (B) expend Section funds in furtherance of the Agreement.

Motion was amended by the committee to add “MEAD” to Dean Mead Dunbar, which is reflected, above.

B. Amended Motion was seconded and PASSED unanimously.

C. The Legislative Team was invited to rejoin the meeting.

A copy of the approved contract appears on pages 46-50 of the agenda.

2. Section Positions. Ms. Kightlinger notified the Council of the removal of many of the Section’s former legislative positions, which appear on the agenda for the next Board of Governors meeting. She also recognized Kristen Javien and the team of Section Fellows who assisted in reviewing all the legislative positions, updating and hyperlinking the white papers to the positions.
3. She also thanked Brenda Ezell for her work on the Legislative and Case Law Update Seminar
4. Co-Chair, Larry Miller, referencing the CLE Committee’s report, noted the Attorney Banker’s Conference will be held at the Funky Buddha Brewery in Ft. Lauderdale

5. Mr. Miller highlighted the revised legislative position slate and noted the *Kearney Fix* bill, which ultimately passed the House and the Senate, but was ultimately vetoed by the Governor. It is believed that there may have been a misunderstanding as to whether the proposed statute is retroactive or should be. As a reminder, this addresses the specificity with which security interests are described. Under the UCC, the description of the security interest in the securing document must be specific and the issue arises with how this applies to 222, and exempt assets. The lingering concern is that, absent a 'fix' we leave open the fact that exempt assets can be generally described and therefore subject to creditor's claims, even though the UCC and 222 don't reflect that. The intention is that we are clarifying what the law has been, not changing the statute. Expect to see this on future agendas.

XI. General Standing Division Report — S. Katherine Frazier, Chair-Elect

*Section Sponsor Recognition. Chair-Elect, Katherine Frazier recognized and thanked **Westcor Land Title**. **Laura Licastro** thanked the Section for the opportunity to continue being a sponsor, finding sponsorship to be rewarding and educational.*

Information Items:

1. **Ad Hoc RTODD Committee** – *Christopher W. Smart, Co-Chairs*
Mr. Smart provided an update on the proposed RTODD (Revocable Transfer on Death Deed) legislation, a conveyancing vehicle wherein beneficiaries would have no prior rights to property prior to death, which was presented to several of the Section's Committees during the meetings this week, with good feedback. He requested members read the statute and provide commentary prior to the December meeting. He also acknowledged the work of Silvia Rojas and thanked her for her role on the committee.

Comments made by former Section Chairs, Chip Waller, Debra Boje, and Rohan Kelley were acknowledged. Recommendations were made that Council members please READ the bill and consider whether this raises as an issue whether the document is then a will or a deed, that this raises asset protection and potential creditor's claims issues.

Ms. Frazier thanked the Council for the additional comments and noted that the intention is that the Council will continue the discussion and consideration from both sides of the practice aisle.
2. **Communications Committee** - *Michael V. Hargett, Chair*
Mr. Hargett updated the Council on the response from the Section's request for proposals (a copy of which appears on page 53 of the agenda). The committee has interviewed three of the candidates and is in the process of reviewing the proposed contracts. He anticipates the committee will have a proposed contract to recommend to the Section for consideration at the December meeting.

3. **Fellows Committee** - *Christopher A. Sajdera and Angela K. Santos, Co-Chairs*

Angela Santos and Christopher Sajdera presented the new class of Section Fellows (2022-2024) and encouraged members to reach out to them:

- A. Sandy Boisrond, N. Miami Beach (Probate, guardianship and estate planning)
- B. Jade Davis, Sarasota, (RP litigation, construction litigation)
- C. Jeanette Mora, Celebration (P/T practice)
- D. Janaye Pieczynski, Tallahassee (RP practice)

Introduction of Second Year Fellows in attendance, in person:

- E. Amanda Cummins (probate), apologized to committee chairs for missing meetings that were held this week at conflicting times
- F. Taniquea Reid, Palm Beach County (probate)

4. **Law School Mentoring & Programming Committee** – *Johnathan L. Butler and Kymberlee C. Smith, Co-Chairs*

- A. Mr. Butler introduced his Co-Chair, Kymberlee Smith, who reported a great and diverse attendance at the law school reception on Thursday.
- B. Update on committee programming. The law students are posting resumes on the webpage and the committee will also post internship opportunities and other positions as are available.
- C. Mr. Butler informed the Council that they are working on a potential Moot Court option with the help of EC member, Amber Jade Johnson’s help.
- D. He expressed his thanks to Kymberlee, Lilleth Bailey, Erin Finlen, Silvia Rojas and many others.
- E. Thanks to Joe Tschida and John Redding for the program: “Title 101: From Contract to Closing” presented at Cooley Law School, 130 students attended. The intention is to take this to Stetson and Central Florida in the fall. Thanks to Lori Finegan and Amanda Kison who served on the speaking panel.

*Section Sponsor Recognition. Chair Elect, Katherine Frazier, recognized Section sponsor, **MPI Business Valuation** and thanked them for their sponsorship.*

5. **Liaison with Clerks of Circuit Court** – *Laird A. Lile, Liaison*
No Report

6. **Membership and Inclusion Committee** – Roger Larson made the report, on behalf of S. Dresden Brunner

- A. He informed the Council that there are now 11,900 members in the Section, which calculates to about 10% of all licensed people practicing law in this state.
- B. Senior Partner’s program – The committee has designed a program with members from each side of the practice aisle to act as the “senior partners” to help new members get involved in the Section. – Thank you to Salome

Zikakis, Arlene Udick, Nick Curley and Marjorie Wolasky who have offered to serve as the “senior partners” to seek out junior partners to help introduce them around.

- C. Committee has appointed liaisons for outreach to local voluntary bar associations and budgeted funds for that purpose. Reach out to Erin Riconda, Roger Larson and Dresden Brunner with any voluntary bar association news or opportunities.
 - D. A new sub-committee was formed to provide support to Section members who may need assistance or accommodations to participate fully in Section activities. If you or someone you know would appreciate this support, please notify Marve Alaimo, Amber Jade Johnson or Dresden Brunner.
7. Professionalism and Ethics Committee - *Andrew B. Sasso, Chair*
Andy Sasso, appearing by Zoom, reported on the work of the subcommittee to review Chapter 4 of the Rules Regulating the Florida Bar to remove the words “zealously, zealous and zeal” from the preamble and comments to 4-4.13. He recommended the Council read the article “Do ‘Z’ words belong in Bar Rules?” published in *The Florida Bar News* and in the agenda at page 56 and requested feedback and comments to the committee.
8. Publications ActionLine Committee – *Michael Bedke, Erin Finlen, Co-Chairs*
Co-Chair Bedke, thanked the contributors and said “keep the content coming” Co-Chair Finlen reminded the Council that ATO is coming, call for articles from the speakers of recent programs.
9. Ad Hoc Bylaws Committee - Katherine Frazier announced the creation of the Ad Hoc Bylaws Committee, staffed by former Chairs, Bob Swaine and Bill Hennessey, who are charged with reviewing and evaluating the Section Bylaws for potential amendments, including the looking at the issue of meeting attendance requirements in the age of virtual meetings and proposing amendments, as appropriate.

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

General Comments and Recognition of Division Sponsors.

*Section Sponsor Recognition. Director, Cary Wright, acknowledged former Section Chair, **Melissa Murphy**, of **The Fund** and thanked The Fund for continued sponsorship of the Section. On behalf of The Fund, Melissa Murphy thanked the Section for the opportunity to sponsor.*

Action Items:

1. Title Issues and Standards Committee – *Rebecca L.A. Wood, Chair*

Rebecca Wood presented the Committee motion:

To approve revisions to Chapter 17 – Marketable Record Title Act (MRTA) of the Uniform Title Standards, as published at. p. 59 of the agenda

No discussion needed.

The motion PASSED unanimously

A copy of Chapter 17 – Marketable Record Title Act (MRTA) of the Uniform Title Standards, with approved revisions, appears on pages 69-89 of the agenda.

2. **Real Estate Leasing Committee** – *Christopher Sajdera, Chair*

On behalf of the committee, Kristen Javien presented the following Committee motion to:

(A) Approve RPPTL Section position opposing legislation authorizing the use of security deposit replacement products (a/k/a fees in lieu of security deposits) unless such legislation includes consumer protection provisions that safeguard tenants from predatory practices; (B) find such legislative position is within the purview of the RPPTL Section; and (C) expend such funds in support of the proposed legislative position.

No discussion needed.

The motion PASSED unanimously.

A copy of the white paper and other supplemental information relative to the approved Section position is provided at pages 90-96 of the agenda.

3. **Real Property Litigation Committee** – *Manuel Farach, Chair*

On behalf of the committee, Michael Hargett presented the committee motion to:

(A) approve amendments to §702.036, Fla. Stat. (2021) to include liens other than mortgage foreclosures, such as community association liens and construction liens, and to provide prevailing party attorneys' fees in post-foreclosure litigation for redress of wrongful foreclosure judgments brought by junior lienholders improperly foreclosing senior liens; (B) find such legislative position is within the purview of the RPPTL Section; and (C) expend such funds in support of the proposed legislative position.

p. 97

No discussion needed.

The motion PASSED unanimously.

A copy of the amendments, as approved, the white paper and other supplemental information is provided at pages 97-107 of the agenda.

Committee reports were given at the Real Property Law Division Roundtable.

Section Sponsor Recognition. Director, Cary Wright, thanked the committee sponsors, **Attorney's Real Estate Councils of Florida, CATIC and First American Title**, to a round of applause.

Section Sponsor Recognition. Cary Wright also acknowledged and thanked the meeting app sponsor, **WFG National Title Insurance Company** and representative, **Joe Kopsio**, who thanked the Council for the opportunity to sponsor the app and recommended use of the app for the meetings.

XIII. Probate and Trust Law Division Report — John C. Moran, Division Director
General Comments and Recognition of Division Sponsors.

Section Sponsor Recognition. Director, John Moran, expressed thanks to additional division roundtable sponsor, **Stout**, and acknowledged the other Probate Division Committee sponsors: **BNY Mellon Wealth Management, Business Valuation Analysts, Coral Gables Trust, Grove Bank and Trust, Kravit Estate Appraisal, Management Planning and Northern Trust.**

Action Item:

1. **Joint Committee Proposal:**
Estate and Trust Planning Committee - Richard Sherrill, Chair
& **Probate Law and Procedure Committee** - Theodore Kypreos, Chair

Subcommittee Chair, Marve Ann Alaimo, presented the background on the proposed legislation. Director, John Moran, described the discussions held at the Roundtable meeting to amend the proposed statutory language published at p. 108 of the agenda.

Motion by Angela Adams to:

- (A) Amend the proposal to add the following language as a new sentence at the end of 198.41(2):

“This subsection shall apply to all probate proceedings commenced after the effective date of this subsection and to all probate proceedings pending upon the effective date of this subsection for which an order of final discharge has not been entered.”

And to add as a new Section 2:

“Section 2. This act shall take effect upon becoming law.”

The motion was seconded.

Discussion: Rohan Kelley raised concerns regarding interim discharge and made a friendly amendment to the motion to amend the language, adding the term “final” before ‘discharge’ on line 29.

That amendment was accepted by Ms. Adams and was seconded.

The motion to amend the amendment to the proposal PASSED unanimously and the amendment is included in the proposed language, above and attached as Exhibit A.

John Moran presented the joint committee motion, with amended language:

(B) Support proposed amendment to Fla. Stat. § 198.41 to suspend those provisions which govern the imposition, reporting, and collection of the Florida Estate Tax; (B) find that such legislative position is within the purview of the RPPTL Section; and (C) expend Section funds in support of the proposed legislative position, as amended.

Discussion:
Discussion was held.

The motion PASSED unanimously

The white paper and supporting documentation are located at pages 108-117 of the agenda. However, the amended language is recited, above, and at Exhibit A, attached.

John Moran thanked the members of both committees and other section members who contributed to finalizing the language for the proposal.

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

Committee reports were given at the Probate and Trust Law Division Roundtable.

Chair Butters notified the Council about plans for the transportation to the cruise event.

XV. Adjourn: Motion to Adjourn. Seconded.

MEETING ADJOURNED 11:31am

/s/Sancha K. Brennan
Sancha K. Brennan
Secretary

1 A bill to be entitled

2 An act to render Chapter 198, Florida Statutes,
3 which imposes the Florida estate tax, ineffective for
4 as long as there is no federal state death tax credit
5 or no federal generation-skipping transfer tax credit.

6 Be It Enacted by the Legislature of the State of
7 Florida:

8 Section 1. Section 198.41, Florida Statutes, is
9 amended to read:

10 **198.41 Effectiveness of this chapter, etc.**

11 (1) Except as provided in this section, ~~¶~~this
12 chapter shall remain in force and effect so long as the
13 Government of the United States retains in full force
14 and effect as a part of the Revenue Laws of the United
15 States a Federal Estate Tax, and this chapter shall
16 cease to be operative as and when the Government of the
17 United States ceases to impose any Estate Tax of the
18 United States.

19 (2) This chapter shall not apply with respect to
20 the estate of a decedent who dies after December 31,



21 2004, if, upon the death of the decedent, a state death
22 tax credit or state generation-skipping transfer tax
23 credit is not allowable pursuant to the provisions of
24 the Internal Revenue Code of 1986, as amended. This
25 subsection shall apply to all probate proceedings
26 commenced after the effective date of this subsection
27 and to all probate proceedings pending upon the
28 effective date of this subsection for which an order of
29 final discharge has not been entered.
30 Section 2. This act shall take effect upon becoming
31 law.

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.	√					

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				
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			

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				
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						

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				
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						

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				
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		√	√			

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				
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		√	√			

ATTENDANCE ROSTER
REAL PROPERTY PROBATE & TRUST LAW SECTION
EXECUTIVE COUNCIL MEETINGS
2021-2022

Executive Committee	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Hennessey, William ("Bill") Immediate Past Chair		√	√	√	√	√	√
Swaine, Robert S. Chair	√		√	√	√	√	√
Butters, Sarah S. Chair-Elect & General Standing Div. Director		√	√	√	√	√	√
Frazier, S. Katherine Real Property Div. Director	√		√	√	√	√	√
Moran, John C. Probate & Trust Law Div. Director		√	√	√	√	√	√
Wright, Wm. Cary Secretary	√		√	√	√	√	√
Scuderi, Jon Treasurer		√	√	√		√	√
Kightlinger, Wilhelmina Legislation Co-Chair Real Property	√		√	√		√	√
Miller, Lawrence J. Legislation Co-Chair Probate & Trust		√	√	√		√	√
Brennan, Sancha CLE Co-Chair Probate		√	√	√		√	√
Weintraub, Lee A. CLE Co-Chair Real Property	√		√	√	√	√	√
Mezer, Steven H. Director, At-Large Members	√		√	√	√	√	√

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Acosta, Jolyon Delphin		√	√	√		√	√
Adams, Angela M.		√	√	√		√	√
Adams, Joseph	√						
Akins, David J.		√	√	√			

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Alaimo, Marve Ann M.		√	√	√			√
Altman, Stuart H.		√		√			
Archbold, J. Allison		√	√	√			
Arnold, Casey	√		√	√		√	
Aron, Jerry E. Past Chair	√		√				
Ashton, Amber E.	√		√			√	
Awerbach, Martin S.	√		√	√		√	
Bald, Kimberly A.		√	√	√		√	
Barboza, Annabella	√		√	√			
Barr, J. Christopher	√			√		√	
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.	√				√		
Bell, Rebecca Coulter		√	√	√		√	√
Beller, Amy		√	√	√		√	√
Bellew, Brandon D.		√	√	√			
Bloodworth, Jennifer J.	√		√	√		√	√
Boje, Debra Lynn Past Chair		√	√	√		√	√
Bouchard, Eve	√		√	√			

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Bowers, Elizabeth A.		√		√			
Boyd, Deborah	√		√	√		√	
Braun, Keith Brian		√	√	√			
Brenes-Stahl, Tattiana		√	√	√			
Brennan, David C. Past Chair		√	√				√
Bronner, Tae K.		√		√		√	√
Brown, Mark A.	√		√	√			
Brown, Shawn	√		√	√		√	√
Brown-Burton, Lorna	√			√		√	√
Brunner, S. Dresden		√	√	√			√
Bruton, Jr., Ed Burt	√		√	√		√	
Bucher, Elaine M.		√		√			
Butler, Johnathan		√	√	√		√	
Callahan, Chad W. III		√	√				
Caskey, John R.		√	√	√	√	√	√
Cazobon, Denise		√	√	√		√	
Christiansen, Patrick Past Chair	√		√		√		
Christy, Erin Hope	√		√				
Cole, Stacey L.		√	√				√
Coleman, Jami A.		√	√	√		√	
Comiter, Alyse Reiser		√	√	√		√	
Conetta, Tami F.		√	√	√			
Cope, Jr., Gerald B.	√					√	
Cornett, Jane Louise	√		√	√		√	√

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Cranford, Jeremy	√		√			√	√
Curley, Nick		√	√	√		√	√
Detzel, Lauren Y.		√	√				
Diamond, Benjamin F.		√	√				√
Diamond, Sandra F. Past Chair		√	√	√		√	√
Dobrev, Alex	√		√	√		√	
Dollinger, Jeffrey	√		√	√		√	
Dribin, Michael Past Chair		√	√	√		√	
Duffey, Patrick J.		√	√	√			√
Duvall, III, Homer	√		√				
Eckhard, Rick	√			√			
Ellison, Jason M.	√		√	√		√	√
Emans, Patrick C		√	√	√			
Emerich, Guy S.		√	√			√	
Ertl, Christene M.	√			√		√	√
Evert, Jamison C.		√		√		√	√
Ezell, Brenda B.	√		√	√	√		√
Fagan, Gail		√	√	√		√	√
Falk, Jr., Jack A.		√	√	√			
Farach, Manuel	√		√	√		√	
Felcoski, Brian J. Past Chair		√	√	√	√		√
Ferguson, Elizabeth B.	√		√				
Fernandez, Kristopher E.	√		√	√	√	√	√
Fields, Alan B.	√		√	√			

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Finchum, Travis		√	√	√		√	√
Finlen, Erin F.		√	√	√		√	√
Fitzgerald, Jr., John E.		√	√	√		√	√
Freedman, Robert (Rob) Past Chair	√		√	√	√	√	√
Friedman, Bridget	√		√	√	√		√
Friedman, Jesse B.		√		√		√	√
Gabel, Alexandra	√						
Galler, Jonathan		√					
Gans, Richard R.		√	√			√	
Gelfand, Michael J Past Chair	√		√	√	√	√	√
George, James		√	√				
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		√					
Grosso, Jennifer		√	√				
Gunther, Eamonn W.		√	√	√			√
Guttmann, III, Louis B Past Chair	√						

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Hamrick, Alexander H		√	√	√	√	√	√
Hargett, Michael Van	√		√	√	√	√	√
Harris, Shelly W.		√					√
Hatcher, Hon. Mary							
Hayes, Hon. Hugh D.							√
Hayes, Michael Travis		√	√	√		√	√
Haynes, Jourdan	√		√	√		√	√
Hearn, Frederick "Ricky"		√	√	√		√	
Hearn, Steven L. Past Chair		√	√			√	√
Heckert, Katie	√		√			√	√
Hellmuth, Kelly		√	√	√		√	
Henderson, Jr., Reese J.	√		√	√		√	
Henderson, III, Thomas N.	√		√	√			
Hersem, Amanda	√		√	√		√	√
Hertz, Allison	√		√	√			√
Heuston, Stephen P.		√	√	√		√	√
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		√					

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Jaiven, Kristen King	√		√	√	√	√	√
Jarrett, Sharifa K.		√					
Johnson, Amber Jade		√	√	√		√	√
Jones, Darby			√	√		√	
Jones, Frederick W.	√		√	√		√	√
Kalmanson, Stacy O.	√		√	√		√	√
Kangas, Michael R.		√	√	√			
Kaplan, Seth		√	√	√		√	
Karibjanian, George		√					
Karr, Mary E.		√					
Karr, Thomas M.		√					
Kayser, Joan B. Past Chair		√					
Kelley, Rohan Past Chair		√					√
Kelley, Sean W.		√		√	√	√	
Kelley, Shane		√				√	
Khan, Nishad	√						
Kibert-Basler, Nicole	√		√	√			
Kinsolving, Ruth Barnes, Past Chair	√					√	
Kison, Amanda	√		√	√			
Klein, Sasha	√		√				
Koren, Edward F. Past Chair		√	√	√		√	
Kotler, Alan Stephen		√	√	√		√	√
Kromash, Keith S.		√					
Kurian, Sanjay	√					√	√

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Kypreos, Theodore S.		√	√			√	√
Lancaster, Robert L.		√	√	√		√	
Lane, Jr., William R.		√	√				
Larson, Roger A.	√		√	√			
Lebowitz, Sean		√	√	√		√	√
Licastro, Laura	√		√	√		√	√
Lile, Laird A. Past Chair		√	√	√		√	√
Little, III, John W.	√						
Liu, Jin	√		√	√			√
Lunsford, Rachel Albritton		√	√	√		√	√
Madorsky, Marsha G.		√				√	
Malec, Brian		√	√				
Malfeld, Mariela	√		√			√	
Marger, Bruce Past Chair		√					
Marx, James A.	√		√	√		√	
Mastin, Deborah Bovarnick	√		√	√			
McCall, Alan K.	√					√	
McDermott, Daniel		√	√	√			√
McElroy, IV, Robert Lee		√	√	√			√
McIver, Richard	√		√	√		√	√
McRae, Ashley E.	√		√	√		√	√
Menor, Arthur J.	√			√			√
Meyer, George F. Past Chair	√		√	√		√	√
Meyer, Michael	√		√	√		√	

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Middlebrook, Mark		√	√	√	√	√	
Moffa, Jeanette	√						
Muir, Hon. Celeste H.		√	√	√		√	√
Murphy, Melissa J. Past Chair	√		√	√	√	√	√
Nash, Charles I.		√		√		√	
Neukamm, John B. Past Chair	√		√	√		√	
Nguyen, Hung V.		√	√	√		√	√
Oliver, Rachel				√			√
O'Malley, Andrew M.	√			√			
Papanikos, Cristina		√	√	√			
Partington, Bruce	√		√			√	
Payne, L. Howard		√					
Pence, Scott P.	√		√	√	√	√	
Percopo, Joe		√		√		√	
Pilotte, Frank		√	√	√	√	√	√
Pinnock, Duane L.		√	√	√			
Pollack, Anne Q.	√		√	√		√	
Powell, Caitlin	√		√	√		√	
Prescott, Leonard	√		√	√			√
Pressley, Grier James			√	√			
Price, Pamela O.		√	√	√			
Quintero, Jason	√						
Redding, John N.	√		√	√		√	
Renzio, Bryan	√			√		√	

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Rieman, Alexandra V.		√	√	√		√	
Robbins, Jr., R.J.	√		√	√		√	
Roberts, III, Hardy L.	√		√	√		√	
Robinson, Jennifer		√	√	√		√	
Rojas, Silvia B.	√		√	√	√	√	√
Rolando, Margaret A. Past Chair	√		√	√		√	√
Roman, Paul E.		√	√	√			
Romano, Antonio						√	
Rubel, Stacy		√	√	√			√
Rubenstein, Michael		√	√				
Rubin, Jenna		√	√	√		√	
Rudisill, Hon. Michael	√				√		√
Russick, James C.	√		√	√	√	√	√
Sachs, Colleen C.	√		√	√		√	√
Sajdera, Christopher	√		√	√			
Santos, Angela		√	√	√		√	√
Sasso, Andrew	√		√	√		√	
Savioli, Justin	√		√	√			
Scaletta, Melissa	√			√		√	√
Schwartz, Martin	√		√			√	
Schwartz, Robert M.	√		√	√		√	√
Seigel, Daniel A.	√		√	√			
Sheets, Sandra G.		√	√	√	√		
Sherrill, Richard		√	√	√		√	

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Sklar, William P.	√		√			√	√
Skrande, Gutman		√	√			√	
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		√	√	√		√	√
Stern, Robert G.	√		√	√		√	
Stone, Adele I.	√		√	√		√	
Stone, Bruce M. Past Chair		√				√	
Sundberg, Laura K.		√	√	√		√	√
Swaine, Jack Michael Past Chair	√		√	√	√	√	√
Taft, Ellie	√						
Taylor, Richard W.	√						
Thomas, Hon. Patricia		√	√			√	√
Thornton, Kenneth E.	√		√	√		√	

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Tobin, Jennifer S.	√		√	√		√	√
Triggs, Matthew H.		√	√				
Tschida, Joseph John	√		√	√	√	√	√
Tucker, Kristine L.		√	√			√	
Udick, Arlene C.	√		√		√	√	
Van Dien, Lisa Barnett	√		√	√			
Van Lenten, Jason Paul		√		√			
Van Pelt, Kit E.		√	√				√
Villarroel, Nicole Marie	√		√				
Virgil, Eric		√	√	√			√
Waller, Roland D. Past Chair	√		√	√	√	√	√
Warner, Richard	√		√	√			
Weiss, Brad R.	√		√	√			√
Wells, Jerry B.		√	√				
Westheimer, Scott	√		√	√		√	
White, Jr., Richard M.		√		√		√	
Williams, Margaret A.	√		√	√		√	√
Williams, Jorja	√			√		√	
Williamson, Julie Ann Past Chair	√						
Wintter, Christopher		√	√	√		√	√
Wohlust, Gary Charles		√	√	√		√	√
Wolasky, Marjorie E.		√	√	√		√	
Wolf, Jerome L.		√		√			√
Wood, Rebecca	√		√	√		√	

Executive Council Members	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Shanks, David							√
Young, Gwynne A.		√					
Zeydel, Diana S.C.		√	√	√		√	
Zikakis, Salome J.		√	√	√			√
Zschau, Julius J. Past Chair	√					√	

RPPTL Fellows	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Bailey, Lilleth						√	√
Cleland, Nicole Bell							
Cummins, Amanda		√		√		√	√
Harvey, Terrence	√		√	√		√	√
Hernandez, Melissa	√		√	√		√	√
Miller-Meyers, Erin	√		√	√		√	√
Mount, Shayla	√			√		√	
Reid, Taniguela		√	√	√			

Legislative Consultants	Division		July 21 Breakers (Hybrid)	Nov. 3 Fort Myers, FL	March 2 Charleston, SC	March 30 Tallahassee	June 1 Duck Key, FL
	RP	P&T					
Brown, French	√	√	√			√	√
Dunbar, Marc							
Dunbar, Peter M.	√		√	√		√	
Edenfield, Martha Jane	√	√	√			√	√

Roland Sanchez-Medina √

Raul P. Balloga RP √

Madeline Elser PT √

Richard DeNapoli √



Thank you to Our General Sponsors

<u>Event Name</u>	<u>Sponsor</u>	<u>Contact Name</u>	<u>Email</u>
App Sponsor	WFG National Title Insurance Co.	Joseph J. Tschida	jtschida@wfgnationaltitle.com
Executive Council Meeting	Stewart Title	David Shanks	david.shanks@stewart.com
Friday Night Dinner	First American Title Insurance Company	Alan McCall	Amccall@firstam.com
Friday Reception	Westcor Land Title Insurance Company	Laura Licastro	laura.licastro@wltic.com
Overall Sponsor/Convention	Attorneys Title Fund Services, LLC (The Fund)	Melissa Murphy	mmurphy@thefund.com
Overall Sponsor/Leg. Up	Attorneys Title Fund Services, LLC (The Fund)	Melissa Murphy	mmurphy@thefund.com
Probate Roundtable	Stout	Kym Kerin	kkerin@srr.com
Probate Roundtable	Guardian Trust	Ashley Gonnelli	ashley@guardiantrusts.org
Real Property Roundtable	FNF Family of Companies – Florida Agency	Karla Staker	Karla.Staker@fnf.com
Spouse/Guest Breakfast	Attorneys Title Fund Services, LLC (The Fund)	Melissa Murphy	mmurphy@thefund.com
Thursday Grab & Go Lunch	Management Planning, Inc.	Roy Meyers	rmeyers@mpival.com
Thursday Night Reception	J.P. Morgan Private Bank	Carlos Batlle	carlos.a.batlle@jpmorgan.com
Thursday Night Reception	Old Republic Title	Jim Russick	jrussick@oldrepublictitle.com



Thank you to our Friends of the Section Sponsors

<u>Sponsor</u>	<u>Contact</u>	<u>Email</u>
Business Valuation Analysts, LLC	Tim Bronza	tbronza@bvanalysts.com
CATIC	Deb Boyd	dboyd@catic.com
Cumberland Trust	Elizabeth Claiborne	Eclaiborne@cumberlandtrust.com
Estate Inventory Services	Jeremiah Cronin	jeremiah@estateinventoryservices.com
Fiduciary Trust International of the South	Vaughn Yeager	Vaughn.yeager@ftci.com
Heritage Investment	Joe Gitto	jgitto@heritageinvestment.com
Hindman Auctions	Elizabeth Rader	elizabethrader@hindmanauctions.com
National Philanthropic Trust	Ethan Burke	eburke@nptrust.org
Doma Title Insurance	Carlos Rodriguez	Carlos.rodriquez@doma.com
Probate Cash	Karen Iturrino	karen@probatecash.com
Title Resources	Lee Offir	Lee.offir@titleresources.com
Valuation Services	Jeff Bae	jeff@valuationservices.com



Thank you to our Committee Sponsors

<u>Sponsor</u>	<u>Contact</u>	<u>Email</u>	<u>Committee</u>
Real Property Division			
Attorneys Title Fund Services, LLC	Melissa Murphy	mmurphy@thefund.com	Commercial Real Estate
Attorneys Title Fund Services, LLC	Melissa Murphy	mmurphy@thefund.com	Real Estate Leasing
Attorneys' Real Estate Councils of Florida, Inc.	Rene Rutan	rrutan@thefund.com	Residential Real Estate and Industry Liaison
CATIC	Deborah Boyd	dboyd@catic.com	Real Property Finance and Lending
First American Title	Alan McCall	Amccall@firstam.com	Condominium and Planned Development
First American Title	Wayne Sobian	wsobian@firstam.com	Real Property Problems Study
Probate Law Division			
BNY Mellon Wealth Management	Joan Crain	Joan.crain@bnymellon.com	Estate and Trust Tax Planning
BNY Mellon Wealth Management	Joan Crain	Joan.crain@bnymellon.com	IRA, Insurance and Employee Benefits
Business Valuation Analysts, LLC	Tim Bronza	tbronza@bvanalysts.com	Trust Law
Coral Gables Trust	John Harris	Jharris@cgtrust.com	Probate and Trust Litigation
Coral Gables Trust	John Harris	jharris@cgtrust.com	Probate Law Committee
Grove Bank and Trust	Marta Goldberg	mgoldberg@grovebankandtrust.com	Guardianship and Advanced Directives
Kravit Estate Appraisal	Bianca Morabito	bianca@kravitestate.com	Estate and Trust Tax Planning
Management Planning Inc.	Roy Meyers	rmeyers@mpival.com	Estate and Trust Tax Planning
Northern Trust	Tami Conetta	Tfc1@ntrs.com	Trust Law

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.



For Schifino Lee



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

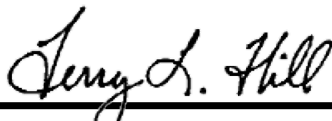
8.31.22

Date

8/31/22

Date

#1394901v4



Division Director, Programs

For The Florida Bar

09-08-2022

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 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 					

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.

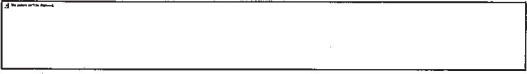


Exhibit "C"

[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

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