

**Real Property, Probate and Trust Law Section
Executive Council Meeting
Breakers, Palm Beach, Florida
Saturday, August 22, 2026
9:30 – 12:00 p.m.**

Agenda

- I. **Presiding** - *Jon Scuderi, Chair*
- II. **Secretary's Report** - *Nicklaus J. Curley, Secretary*
 - A. Motion to approve minutes of the May 30, 2026, Executive Council meeting held at the Ponte Vedra Inn & Club, Ponte Vedra Beach, FL. (p. 12).
 - B. Motion to approve minutes of the July 11, 2026, Executive Council meeting held at the Alyeska Resort & Spa, Girdwood, AK. (p. 22).
 - C. RPPTL Executive Council Attendance Roster 2026-2027 (p. 23).
- III. **Chair's Report** - *Jon Scuderi, Chair*
 - A. Recognition of Special Guests.
 - Family of Chip Waller
 - B. Memorial Resolution for Chip Waller.
 - C. Thank you to our Sponsors. (p. 43).
 - D. Remembrance of Patricia "Trish" Thomas.
 - E. Remembrance of Frederick Dudley.
 - F. Milestones.
 - 1. Elizabeth Hughes Marriage
 - 2. Celeste Hardee Muir Retirement
 - 3. Lorna Brown-Burton – Girl Scouts of Southeast Florida Lifetime Service Award
 - 4. Joe Percopo and Kayleen Baby Birth
 - G. Interim Actions of the Executive Committee.
 - 1. Executive Council Attendance Waivers granted:

Elaine Bucher
Lauren Busey
Jane Louise Cornett
Alexander Dobrev
Jonathan Galler
Robert Graham
Thomas Karr
Nicole Kibert-Basler
Sanjay Kurian
John Little, III
Daniel McDermott
Arthur Menor

Jeanette Mora
Alyse Reiser
Hardy Roberts, III
Andrew Sasso
Jennifer Tobin
Eric Virgil
Diana Zeydel
Hon. Mark A.
Speiser
Jerome Wolf
Jennifer Robinson
Martin Schwartz

1. Approval of Janellen Green contract for ActionLine through June 30, 2027. (p. 44).
2. Approval of Laurie Rowland contract for ActionLine through June 30, 2027 (p. 67).
3. Approval of Paisley Design/Laura Prichard contract for ActionLine and Executive Council Directory through June 30, 2027. (p. 98).
4. Approved the Section's sponsorship of the Virgil Hawkins Florida Chapter National Bar Association Scholarship & Awards Brunch at the Advocate's Circle tier.
5. Approval of Tracey Eller contract for web administration services. (p. 110).
6. Approval of the NetProfession, Inc. contract for website and listserv improvements and monitoring. (p.114).
7. Approval of the Section's \$500 sponsorship of the 2026 Young Lawyers Summit in Orlando.

H. 2026-2027 Executive Council Meeting Schedule. (p. 137).

IV. **Board of Governors Report** – *W. Braxton Gillam*

V. **Chair-Elect's Report** – *Steven H. Mezer, Chair-Elect*

2027-2028 Executive Council Meeting Schedule. (p.138).

VI. **Treasurer's Report** – *Angela M. Adams, Treasurer*

A. June 2026 Financials. (p. 139).

VII. **Director of At-Large Members Report** – *Lee A. Weintraub, Director*

VIII. **CLE Seminar Coordination Committee Report** – *Michael V. Hargett (Real Property) and S. Dresden Brunner (Probate & Trust), Co-Chairs* (p. 149).

IX. **Legislation Committee Report** – *Brenda B. Ezell (Real Property) and M. Travis Hayes (Probate & Trust), Co-Chairs*

X. **General Standing Committees Report** – *Steve H. Mezer, Chair-Elect*

Action Items:

A. **Amicus Coordination** – *Gerald B. Cope, Jr. Robert W. Goldman and John W. Little, III, Co-Chairs*

At request of the Guardianship, Power of Attorney & Advanced Directives Committee:

Motion (1) requesting that the Section file an amicus brief in *Hardy Wallace vs. Mark Wallace* to reinforce the statutory and rule-based safeguards established to protect wards and interested persons in the termination of a guardian, including specifically the requirement of a duly filed and noticed petition for discharge and final report, and a corresponding objections period, prior to the discharge of a guardian under Chapter 744 and Florida Probate Rule 5.680; and (2) finding that the proposal is within the purview of the Section. (p. 150).

B. **Legislation** – *M. Travis Hayes and Brenda B. Ezell, Co-Chairs*

Motion to (1) support revisions to Section 736.10081 of the Florida Statutes to add back in language which was inadvertently removed during the legislative process, clarify language in the statute, and correct typographical errors; and (2) find that the proposal is within the purview of the Section. (p. 152).

C. **Legislation** – *M. Travis Hayes and Brenda B. Ezell, Co-Chairs*

Motion to approve proposed Florida Bar Section Legislative Advising Services Agreement for two-year term from September 1, 2026 to August

31, 2028. (pending)

Information Items:

D. **Budget Committee** – *Angela M. Adams, Chair*

Committee Report

E. **Fellows** – *Bridget M. Friedman and Taniquea C. Reid, Co-Chairs*

Committee Report – introduction of new Fellows

F. **Information Technology** – *Hardy L. Roberts, III and Jourdan Haynes, Co-Chairs*

Committee Report – website and listserv update

G. **Communications** – *Michael V. Hargett, Chair*

Committee Report – Death & Dirt Digest

H. **Membership** – *Lawrence J. Miller, Chair*

Committee Report

XI. **Probate and Trust Law Division Report** – *Sancha K. Brennan, Division Director*

Action Items:

A. **Principal and Income** – *Keith B. Braun and Susan Kubar, Co-Chairs*

Committee motion to:

(1) Support changes to the Florida Uniform Fiduciary Income and Principal Act; amending certain sections of c. 738 to correct typographical errors, delete inadvertent carryforward provisions from the prior Florida Uniform Principal and Income Act; expand the applicability of the Act to both inter vivos and testamentary marital trusts; amend s. 738.413, F.S. to correspond with s. 732.2125, F.S.; amend s. 738.505(3), F.S. to codify the change made by the Division of Law Revision so that the revisor note can be removed; amend s. 738.506(5), F.S. for clarity; and amend s.738.804, F.S. to correct applicability and provide transition rules; and (2) find that the proposal is within the purview of the Section. (p. 161).

B. Probate Law and Procedure – Benjamin F. Diamond, Chair

Committee motion to:

(1) Support legislation that modifies and clarifies the role of curators or courts in probate administration proceedings and corrects inadvertent errors in recent amendments to Fla. Stat. Section 733.501 to avoid conflicts with existing law, unnecessary probate filings, increased costs, or additional burdens on the court system; and (2) find that the proposal is within the purview of the Section. (p. 175)

C. Probate and Trust Litigation – R. Lee McElroy, IV, Chair

Committee motion to:

(1) Authorize the Section to file a comment opposing the proposed changes to Rule 4-1.6 if the proposed revisions are inconsistent with existing law; and (2) find that such proposal is within the purview of the Section.

Committee motion to:

(1) Support committee's proposed alternative amendment to proposed rule 4-1.6; and (2) find that such proposal is within the purview of the Section. (p. 188)

XII. Real Property Law Division Report – Wilhelmina F. Kightlinger, Division Director

Action Items:

A. Construction Law Committee - Bruce Partington, Chair

Committee motion to:

(1) Support proposed legislation amending sections 287.055 and 255.065, Florida Statutes, to revise Florida's statutory public procurement framework to resolve conflicts between Florida's Consultants' Competitive Negotiation Act ("CCNA") and Florida's Public-Private Partnerships ("P3") statute; harmonize the CCNA with foundational legal principles and developments in public procurement arena; clarify an ambiguity in the P3 law regarding procurement of performance and payment bonds; and to reinstate certain exemptions from the public records and public meeting requirements for unsolicited P3 proposals; and (2) find that such proposal is within the purview of the Section. (p. 196).

B. Florida Realtor-Attorney Joint Committee – Colleen Sachs

Amendments to FR-Bar Contract Forms. The Florida Realtor/Attorney Joint Committee (the “Committee”) approved two revisions to the FR-Bar standard and AS-IS contract forms for which it seeks approval:

- *Paragraph 3, Standard F*: Clarifying language related to the computation of time and definitions. (see language on page 251).
- *Paragraph 17*: Addressing concerns raised by the *Pesantes* case and ensuring that prevailing party attorney’s fees are available for any action arising out of or related to the contract, not merely “permitted” actions. (see language on page 252).

The attached revisions were approved by the Committee on July 28, 2026.

Committee motion to:

(1) Approve the proposed revisions to Paragraph 3, Standard F, and Paragraph 17 in both the standard AS-IS versions of the FR-Bar Residential Contract for Sale and Purchase forms as presented for release and publication; and (2) find that such proposal is within the purview of the RPPTL Section. (p. 251).

Information Items:

C. Title Issues and Standards Committee – Amanda Hersem and Lee Offir, Co-Chairs

Subcommittee report and proposal to revise and update Chapter 3 of the Uniform Title Standards regarding Conveyances as set forth in the Executive Summary and updated Chapter attached. (pg. 253).

D. Condominium and Planned Development Committee -Joel McTague and Jennifer J. Bloodworth, Co-Chairs

Subcommittee report and proposal to: (1) revise Section 720.403-407, *Florida Statutes*, to modify the process which a homeowners’ association can revive governing documents that expire pursuant to the Marketable Record Title Act including revising terminology and creating a mechanism to revisit a determination from the Department of Commerce, and (2) amend Section 718.117(1), *Florida Statutes*, to modify the process by which a condominium association may terminate for economic waste or impossibility by establishing standards, as well as revising the process of contesting a plan of termination based on economic waste or impossibility. (pg. 286).

E. **Florida Realtor-Attorney Joint Committee – Colleen Sachs**

The Florida Realtor/Attorney Joint Committee proposes new Rider HH to the AS-IS contract form titled Open Permits and Violations and providing parameters for permit inspections, permit remedial action, and incomplete permit remedial action. (See language on page 301).

F. **Condominium and Planned Development Certification – Joel McTague**

Proposal to amend the recertification standards for Board Certification in Condominium and Planned Development Law to increase the continuing legal education requirement from 75 credit hours to 100 credit hours during each five-year recertification cycle. (pg. 303).

XIII. **Probate and Trust Law Division Committees – Sancha K. Brennan, Division Director**

1. **Ad Hoc Guardianship Law Revision** – Stacy B. Rubel and Nicklaus (“Nick”) J. Curley, Co-Chairs
2. **Asset Protection** — Justin Savioli, Chair; Richard R. Gans, Patrick J. Lannon, and Robert H. “Bo” Trudeau, Co-Vice-Chairs
3. **Attorney/Trust Officer Liaison Conference** — Eamonn W. Gunther and Yoshi Smith, Co-Chairs; Stacey L. Cole, Gail G. Fagan, Michael M. Rubenstein, Kimberly A. Bald and Sara A. Harmon, Co-Vice Chairs
4. **Charitable Planning and Exempt Organizations** — Carla DeLoach, Chair; Jeffrey Spina-Jennings, Vice-Chair
5. **Elective Share Review** — Cristina Papanikos, Chair; Lauren Y. Detzel and Jason P. Van Lenten, Co-Vice Chairs
6. **Estate and Trust Tax Planning** — Andrew H. Thompson, Chair; Denise B. Cazobon and Joe Percopo, Co-Vice Chairs
7. **Guardianship, Power of Attorney and Advanced Directives** — Elizabeth M. Hughes, Chair; Stephanie L. Cook, Marve Ann Alaimo, and Jeffrey Eisel Co-Vice Chairs
8. **IRA, Insurance and Employee Benefits** — Rachel N. Barlow, Chair; Rebecca C. Bell, Vice-Chair
9. **Liaisons with ACTEC** — Elaine M. Bucher, Tami F. Conetta, Jerome L. Wolf, Charles I. Nash, and Diana S.C. Zeydel
10. **Liaisons with Elder Law Section** — Travis D. Finchum and Marjorie E. Wolasky
11. **Liaison with the FSGA** – Darby Jones
12. **Liaisons with Tax Section** — William R. Lane, Jr. and Brian M. Malec
13. **Liaison with Professional Fiduciary Council** — Darby Jones
14. **OPPG Delegate** — Darby Jones
15. **Principal and Income** — Keith B. Braun and Susan Kubar, Co-Chairs;

- Jolyon D. Acosta, Vice-Chair
16. **Probate and Trust Litigation** — R. Lee McElroy, IV, Chair; Cady L. Huss, Darren M. Stotts, and Barry Spivey, Co-Vice Chairs
 17. **Probate and Trust Problem Study Committee** - Sean W. Kelley, Chair; Shelly Wald Harris, David Akins and Theodore S. Kypreos, Co-Vice Chairs
 18. **Probate Law and Procedure** — Benjamin F. Diamond, Chair; Stacey Prince-Troutman, Nina V. Rawal and J. Allison Archbold, Co-Vice Chairs
 19. **Trust Law** — Jolyon D. Acosta, Chair; Jennifer J. Robinson, Frederick “Ricky” Hearn, and Cullen I. Boggus, Co-Vice Chairs
 20. **Wills, Trusts and Estates Certification Review Course** — J. Allison Archbold, Chair; J. Eric Virgil and Alyse M. Reiser and Anthony P. Guettler, Co-Vice Chairs

XIV. Real Property Law Division Committees – *Wilhemina F. Kightlinger, Division Director*

1. **Ad-Hoc Covenants Running with Land** – Robert S. Freedman, Chair; Jeremy T. Cranford, Vice Chair
2. **Ad-Hoc 99-Year Lease** – Laurie Ellen Ward, Chair; Lloyd Granet and Arthur J. Menor, Co-Vice Chairs
3. **Ad-Hoc Fraud** – Alan B. Fields – Chair; Melissa J. Murphy, Vice-Chair
4. **Ad-Hoc Redaction** – John N. Redding, Chair; James C. Russick, Vice-Chair
5. **Commercial Real Estate** — Michael P. Maguire and Angelo J. Gasparri, Co-Chairs; Jeffrey R. Dollinger, Vice-Chair
6. **Condominium and Planned Development** — Joel McTague and Jennifer J. Bloodworth, Co-Chairs; Christine M. Ertl, Vice Chair
7. **Condominium and Planned Development Law Certification Review Course** — Alessandra Stivelman, Chair; Alan Schwartzseid and Laura Manning-Hudson, Co-Vice Chairs
8. **Construction Law** — Bruce D. Partington and Trevor B. Arnold, Co-Chairs; Haley R. Maple, Nikki K. Bhavsar, Lauren M. Eliopoulos, Scott P. Pence, Co-Vice Chairs
9. **Construction Law Certification Review Course** — Scott P. Pence, Chair; Jason J. Quintero and Ryan Sullivan, Co-Vice Chairs
10. **Construction Law Institute** — Trevor B. Arnold and Scott P. Pence, Co-Chairs; Nikki K. Bhavsar and Haley R. Maple, Co-Vice Chairs
11. **Development & Land Use** — Jin Liu, Chair and Gregg I. Strock and Charles Whittington, Co-Vice Chairs
12. **Insurance & Surety** — Debbie S. Crockett and Ann Q. Pollack, Co-Chairs; Allison Hertz and Reed Grimm, Co-Vice Chairs
13. **Liaison with American College of Construction Lawyers (ACCL)** — George J. Meyer and Wm. Cary Wright
14. **Liaison with American College of Real Estate Lawyers (ACREL)** — Martin A. Schwartz and William P. Sklar
15. **Liaison with Florida Realtors** — Louis “Trey” E. Goldman, III

16. **Liaisons with FLTA** —Melissa J. Murphy, Alan B. Fields, and James C. Russick
17. **Real Estate Certification Review Course** — Laura M. Licastro, Chair; Martin S. Awerbach, Melissa S. Scaletta, Kristopher E. Fernandez, Co-Vice Chairs
18. **Real Estate Leasing** — Ryan J. McConnell and Adele I. Stone, Co-Chairs; Terrence L. Harvey and Danielle N. Clark, Co-Vice Chairs
19. **Real Property Finance & Lending** — Jason M. Ellison and Nicole M. Villaroel, Co-Chairs; Jeremy T. Cranford and Klarika J. Calpano, Co-Vice Chairs
20. **Real Property Litigation** —Amanda R. Kison and Lindsey Moczynski, Co-Chairs; Susan K. Spurgeon and Sanjay Kurian, Co-Vice Chairs
21. **Real Property Problems Study** — Susan K. Spurgeon and Brian W. Hoffman, Co-Chairs; Leonard “Len” F. Prescott and Scott P. Pence, Co-Vice Chairs
22. **Residential Real Estate and Industry Liaison** — James “Jamie” A. Marx and Kristen K. Jaiven, Co-Chairs; Erin M. Miller and Natasha Selvaraj, co-Vice Chair
23. **Title Insurance and Title Insurance Industry Liaison** — Christopher “Chris” W. Smart, Chair; Susan K. Spurgeon, Leonard “Len” F. Prescott and Shannon L. Widman, Co-Vice Chairs
24. **Title Issues and Standards** — Amanda K. Hersem and Liron “Lee” Offir, Co-Chairs; Robert M. Graham, Melissa S. Scaletta and Cynthia Manfredi, Co-Vice Chairs

XV. General Standing Committees — *Steve H. Mezer, Chair-Elect*

1. **Ad Hoc Committee on Judgment Liens** – Brian J. Felcoski, Chair
2. **Ad Hoc Protocols** – Stacy O. Kalmanson, Chair; Colleen C. Sachs, Jeremy T. Cranford, and Melissa S. Scaletta, Co-Vice Chairs
3. **Ad Hoc Rules Revisions** – Thomas M. Karr, J. Richard Caskey, and Christopher W. Smart, Co-Chairs
4. **Ad Hoc Special Projects Committee** – Charles “Chad” W. Callahan, III, Chair
5. **Amicus Coordination** — Gerald B. Cope, Jr., Robert W. Goldman and John W. Little, III, Co-Chairs; J. Grier Pressly, III and Brian W. Hoffman, Co-Vice Chairs
6. **Budget** — Angela M. Adams, Chair; Tae K. Bronner, Linda S. Griffin, and Alfred J. Stashis, Jr., Co-Vice Chairs
7. **Communications** -- Michael V. Hargett, Chair; Laura K. Sundberg, Vice Chair
8. **CLE Coordination** — Michael V. Hargett and S. Dresden Brunner, Co-Chairs; Robert Lancaster, Tattiana Stahl, Amanda R. Kison, Silvia B. Rojas, Christopher A. Sajdera, and John C. W. Cerneski, Co-Vice Chairs
9. **Convention Coordination** — Andrew H. Thompson and Tae K. Bronner, Co-Chairs; Emily Chase, Vice-Chair

10. **Disaster and Emergency Preparedness and Response** — Colleen C. Sachs, Chair; Amy B. Beller, Michael A. Bedke, and Daniel A. Siegel, Co-Vice Chairs
11. **Fellows** — Bridget M. Friedman, Chair; Taniquea C. Reid, Jeanette Mora, Julia A. Jennison and Danielle N. Clark, Co-Vice Chairs
12. **History** — Michael P. Stafford, Chair; E. Burt Burton, Jr. and Frederick W. Jones, Co-Vice Chairs
13. **Homestead Issues Study** — Jeffrey A. Baskies, Chair; Jeremy T. Cranford, E. Burt Bruton, Jr., and Shane Kelley, Co-Vice Chairs
14. **Information Technology** — Hardy L. Roberts III and Jourdan Haynes, Co-Chairs; Alexander B. Dobrev and Rafaela Vianna, Co-Vice Chairs
15. **In House Counsel Committee** — Lisa B. Ban Dien, Chair; Leonard F. Prescott, Vice-Chair
16. **Law School Outreach** — Kymberlee C. Smith, Chair; Jacqueline “Jackie” C. Marzan and Sandy Boisrond, Co-Vice Chairs
17. **Legislation** — M. Travis Hayes and Brenda B. Ezell, Co-Chairs; Stacey Kalmanson, Richard S. McIver, Susan K. Spurgeon, Benjamin F. Diamond, Stephanie L. Cook and Frederick “Ricky” Lee Hearn, Co-Vice Chairs
18. **Legislative Update** — Salome J. Zikakis and Jennifer S. Tobin, Co-Chairs; Terrence L. Harvey, Jeffrey S. Goethe, Bradley R. Weiss, and Andrew B. Sasso, Co-Vice Chairs
19. **Liaison with:**
 - a. **American Bar Association (ABA)** — Robert S. Freedman, George J. Meyer, and Julius J. Zschau
 - b. **Business Law Section** -- Manuel Farach
 - c. **Clerks of Circuit Courts** — Zachary T. Zuroweste
 - d. **FLEA / FLSSI** — Steven L. Hearn
 - e. **Florida Bankers Association** — Robert G. Stern and Carlos A. Batlle
 - f. **Judiciary** — Ret. Judge Hugh D. Hayes, Judge Mark A. Speiser, Judge Michael J. Rudisill, Judge Kenneth Gillespie, and Judge Kristine Van Vorst
 - g. **Out of State Members** — John E. Fitzgerald, Jr. and Nicole C. Kibert Basler
 - h. **TFB Board of Governors** — Wiley Braxton Gillam, IV
 - i. **TFB CLE Committee** — Michael V. Hargett and S. Dresden Brunner
 - j. **TFB Council of Sections** — Jon Scuderi and Steven H. Mezer
 - k. **TFB Pro Bono Legal Services** — Lorna E. Brown-Burton
20. **Long-Range Planning** — Steven H. Mezer, Chair
21. **Meetings Planning** — George J. Meyer, Chair; Scott P. Pence and Tae K. Bronner, Co-Vice-Chairs
22. **Membership** — Lawrence J. Miller, Chair; Shayla M. Johnson-Mount, Michael Sneeringer, Sara A. Harmon, and Natasha Selvaraj, Co-Vice Chairs
23. **Model and Uniform Acts** — Patrick J. Duffey and Amber E. Ashton, Co-Chairs; Michael A. Bedke and Cullen I. Boggus, Co-Vice Chairs

24. **Professionalism and Ethics** — Alexander B. Dobrev and Laura K. Sundberg, Co-Chairs; Elizabeth A. Stoops, Hardy L. Roberts, III, and Robert Dale Noll, Jr., Co-Vice Chairs
25. **Publications ActionLine** — Erin F. Finlen and Michelle G. Hinden, Co-Chairs; Alexander S. Douglas, II, Seth R. Kaplan, Daniel L. McDermott, Paul E. Roman, Lisa Van Dien, and Lisa M. Super, Co-Vice Chairs
26. **Publications Florida Bar Journal** — Homer Duvall, III and Sean M. Lebowitz, Co-Chairs; Jonathan A. Galler, Jack A. Falk, Jr. and E. Ashley McRae, Co-Vice Chairs
27. **Sponsor Coordination** — Rebecca C. Bell, Chair; Marsha G. Madorsky, J. Michael Swaine, Cullen I. Boggus, Silvia B. Rojas, Christopher W. Smart, and R. James Robbins, Jr., Co-Vice Chairs
28. **Strategic Planning Implementation** — Robert S. Swaine, Sarah S. Butters, S. Katherine Frazier, John C. Moran, and Wm. Cary Wright, Co-Chairs

XVI. New Business

XVII. Adjourn

Motion to Adjourn.

**The Real Property, Probate and Trust Law Section
Minutes of the Executive Council Meeting
Ponte Vedra Inn & Club, Ponte Vedra, Florida
Saturday, May 30th, 2026**

I. Presiding – Wm. Cary Wright, Chair

The Chair called the meeting to order at approximately 9:50 a.m.

II. Secretary's Report – Wilhelmina Kightlinger, Secretary

1. Secretary, Wilhelmina Kightlinger, presented the Minutes of the January 31, 2026, meeting of the Executive Council held at the Sunseeker Resort, Charlotte Harbor, Florida, for approval. A motion to approve those Minutes was made and seconded. The motion passed unanimously.
2. The Executive Council Attendance Roster for 2025-2026 was circulated.
 - a. The Secretary reminded Council members of the attendance requirements in the Section's Bylaws, i.e.,:

RPPTL Section Bylaws, Article V, Section 4 states in relevant part, “. . . if any past section chair is absent from 10 consecutive in-state executive council meetings, or if any other member of the executive council fails to attend at least 2 in-state executive council meetings in-person in any membership year, the member is deemed to have resigned from the executive council, and any section office or position held by that person is deemed vacant.”
 - b. The Secretary also asked Executive Council members to please review the Attendance Roster and either make a note of any corrections on the Roster or send an e-mail message identifying requested corrections.

III. Chair's Report — Wm. Cary Wright, Chair

1. The Chair recognized the following special guests: Family of John G. Grimsley

Past Chair David Brennan spoke regarding Mr. Grimsley and his history and service to the Section on behalf of the citizens of Florida.

The Secretary read the resolution honoring John G. Grimsley, and the Chair presented a framed copy of the resolution to the family.

Past Chair Rohan Kelly shared some memories of Mr. Grimsley with the Executive Council.

2. The Chair recognized and thanked the Section's Platinum, Gold, and Silver Sponsors, as well as the Section's App Sponsor. During the course of the meeting, the Chair invited the following Sponsor representatives to briefly address the Council:

Shannon Widman - The Fund
Bradley Tennant - Real Advice
Jim Russick - Old Republic Title
Joe Tschida – WFG National Title Insurance
Gary Marshall - Stout Risius Ross Inc.
Richard DeNapoli - Coral Gables Trust
Carlos Batlle – JP Morgan
Cynthia Manfredi - FNF Family of Companies
Laura Licastro - Westcor Land Title Insurance Company
Ashley McRae – Stewart Title Guaranty Company
Lee Offir - Title Resources
John Celmer – Leap Legal Software
Travis Finchum - Guardian Trust
Len Prescott – First American Title

3. The Chair recognized the following Milestones:
 - a. Toby (William T.) Muir of Dunwody, White & Landon, P.A. – Recognized as the Estate Planner of the Year at the May 12, 2026 meeting of the Greater Miami Estate Planning Council, honoring his professional excellence and leadership within the legal community and the RPPTL Section.
 - b. Rachel Barlow of The Diamond Law Firm, P.A. – Married Samuel Mattheus on October 25, 2025, in Dunedin, Florida.
 - c. Lauren Busey (ALM), Assistant General Counsel for American Pet Resort, LLC. – Welcomed twin girls, Scarlett and Violet, in August 2025.
4. The Chair reported the following Interim Actions of the Executive Committee:
 - a. Approved for the Section to appear as an Amicus in the Florida Supreme Court in the *Mooney v. Colors* Case No. SC2025-1513
5. The Chair reviewed the Executive Council Meeting schedule for the 2025-2026 year.

6. General Comments of the Chair –

John Moran called for a point of order to congratulate the Chair on a successful year and welcome him to the back row. The Executive Council joined in cheers and adulation.

IV. **Board of Governors Report** – *W. Braxton Gilliam for Paige A. Greenlee, Liaison*

Mr. Gilliam updated the Council on the actions taken by the Florida Bar Board of Governors since the last Executive Council meeting and the impact on the court system resulting from the budget that came out of the Legislature this week.

V. **Chair-Elect's Report** – *Jon Scuderi, Chair-Elect*

The Chair-Elect reviewed the 2026-2027 Executive Council Meeting Schedule and noted registration is open for the Out-of-State meeting to Alaska. Steve Hearn regaled the Executive Council on the positive attributes of the official RPPTL Alaska meeting sweatshirt.

The Chair-Elect reviewed the 2026-2027 Leadership Appointments and instructed the members to reach out to the Division directors if they have any questions.

VI. **Treasurer's Report** – *Angela M. Adams, Treasurer*

The Treasurer, Angela Adams, reported on the Statements of Financial Condition through April 30, 2026, included in the Agenda package. Angela explained that allocations for the out-of-state trip have been pulled from the general budget and will show in the out-of-state meeting item in the next set of financial statements.

The cost to provide for Zoom attendance at this meeting was \$493.90.

VII. **Director of At-Large Members Report** – *Brenda B. Ezell, Director*

The Director of At-Large members, Brenda Ezell, recognized and thanked the chairs of the ALMs subcommittees and congratulated Sylvia Rojas as the ALM of the Year.

Jane Cornett recognized the “Pro Bono Heros” recognized by the 4th Circuit who are members of the Executive Council, several who are current or former Fellows:

Sandy Boisorand
Camile Baily
John Cherneski
Danielle Clark

Christine Ertl
Brenda Ezel
Sara Harmon
Sean Kelly
Lyuda Kolyesnik
David Naples
Linda Super

Darlene Bell presented on behalf of the Heir's Property subcommittee of ALMs and recognized the efforts of Steve Heuston, Darby Jones and Beverly _____ who presented a seminar on _____, and noted the article on Heirs' Property by La Tonya Lipscomb Smith, Esq., from Three Rivers Legal Services, on Heir's Property challenges.

Syliva Rojas presented on behalf of the Law School subcommittee of ALMs and recognized visiting law students at the meeting. Sylvia informed the Council on the efforts of the subcommittee to provide speakers for presentations and seminars at various law schools in Florida. Sylvia encouraged Council members to contact her if they are interested in speaking at a law school

Sylvia informed the Council regarding the review and update of the Section website, specifically the homepage. She encouraged committee chairs to update their webpages on the Section site.

Richard Warner reported on the efforts of the undergraduate shadowing of the law subcommittee to reach out to undergraduates to explore and consider a career in real property, probate, and trust law.

VIII. CLE Seminar Coordination Report – Michael V. Hargett (Real Property) and Nicklaus J. Curley (Probate & Trust), Co-Chairs

Nick Curley, CLE Co-Chair (PT), thanked those who spoke at various Section CLE programs throughout the Bar year. He recognized the success of CLI and the Probate Law programs.

IX. Legislation Committee Report – Lee A. Weintraub (Real Property) and S. Dresden Brunner (Probate & Trust), Co-Chairs

Dresden Brunner, Legislation Committee Co-Chair (PT) reported on the outcome of the 2026 legislative session and the status of the legislative efforts of the Section.

X. General Standing Committees Report – Jon Scuderi, Chair-Elect

Action Items:

A. Legislation Committee – Lee A. Weintraub (*Real Property*) and S. Dresden Brunner (*Probate & Trust*), Co-Chairs

Dresden Brunner, Legislation Committee co-chair (PT), moved to adopt the list of the Legislative Positions of the Section as set forth in the attachment to the agenda as follows:

1. Move Section position at item number 13 (d) from “Real Property / Property Rights” and renumber it as number 10 (d) and include under “Real Property / Foreclosures and Judicial Sales” where it is better suited:
 - d. Supports proposed legislation expanding applicability of §697.07 (Assignment of Rents) and §702.10 (Order to Make Payments During Foreclosure) to third parties who acquire properties subject to a mortgage.
2. Motion to approve renewal of the existing Section legislative positions except for the following,
 - 1(f): “Probate, Trust & Guardianship / Estate Planning” f. Supports proposed legislation which would amend Section 117.201, Florida Statutes, to create a definition of “witness” (when used as a noun) for purposes off remote online notarization and witnessing of electronic documents.
 - 4(h): “Probate, Trust & Guardianship / Trust” h. Support revisions to the Florida Community Property Trust Act (Sections 736.1501, et al., of the Florida Statutes) to fix language in the definitional section of the Act that was inadvertently included during the bill-drafting process for the original Act (Section 736.1502(1)); to clarify that the Act applies to express trusts created, amended, restated, or modified after July 1, 2021 (Section 736.1502(2)); and to clarify that the transfer of homestead property to a Florida Community Property Trust is not a change of ownership for purposes of Chapter 193 and does not trigger a reassessment of the value of the property (new Section 736.151(3)). [Added 9/20/2024]
 - 13(c) “Real Property / Property Rights” c. Supports legislation to provide a statutory definition for ejectment actions, provide for jurisdiction in the circuit courts for such actions, eliminate any ambiguity over whether pre-suit notice is required in such actions, and update the language in the existing ejectment statute.

Being a committee motion, no second is needed. The motion passed unanimously.

B. Long-Range Planning Committee – Jon Scuderi, Chair

1. Motion to appoint Louis B. Guttmann, III (Past Chair 2003-2004) as an honorary member of the RPPTL Executive Council

Past Chair Melissa Murphy reviewed the accomplishments of Mr. Guttmann and his service to the Section in support of the motion.

Being a committee motion, no second is needed. The motion passed unanimously.

2. Motion to appoint Roger O. Isphording (Past Chair 1990-1991) as an honorary member of the RPPTL Executive Council

Past Chair David Brennan reviewed the accomplishments of Mr. Isphording and his service to the Section in support of the motion.

Being a committee motion, no second is needed. The motion passed unanimously.

3. Motion to appoint Edward F. Koren (Past Chair 1988-1989) as an honorary member of the RPPTL Executive Council

Bill Lane, Liaison with the Tax Section, reviewed the accomplishments of Mr. Koren and his service to the Section in support of the motion.

Being a committee motion, no second is needed. The motion passed unanimously.

Information Items:

A. Amicus Committee - Gerald B. Cope, Jr., Robert W. Goldman and John W. Little, III, Co-Chairs

Bob Goldman, Co-Chair of the Amicus Committee reviewed the process for an amicus brief for the Section and provided an update on the amicus brief for the *Mooney* case involving a homeowner's association's enforcement of a restrictive covenant and the issue of self-help and conflict between 6th and 4th DCA. Bob reported that the answer brief is due June 5, 2026.

B. Fellows Committee – Bridget M. Friedman, Taniquea Reid, Co-Chairs

Bridget Friedman and Taniquea Reid, Co-Chairs of the Fellows Committee

thanked the Fellows who are graduating from the program for their hard work and service to the Section. Bridget reported that the committee is in the process of notifying the new incoming Fellows. She also informed the Executive Council regarding the Fellows' service project at this meeting, Blessings in a Backpack. The Fellows packed over 500 backpacks for the program.

C. **Information Technology Committee** – *Hardy Roberts, III, Chair*

Jon Scuderi, Chair Elect, informed the Executive Council that the committee is reviewing competitive bids regarding improvements to the Section's website and listserv and that approval of the contract will need to be an interim action by the Executive Committee.

XI. **Probate and Trust Law Division Report** – *Sancha K. Brennan, Division Director*

Action Items:

A. **Trust Law Committee** – *M. Travis Hayes, Chair; Jolyon D. Acosta, Frederick "Ricky" Hearn, and Jennifer J. Robinson, Co-Vice Chairs*

Travis Hayes, Chair of the Trust Law Committee, presented the efforts of the subcommittee to review the portions of the Probate Code related to pretermitted children in support of the following Committee motion which has been an Information Item at the Four Seasons:

Committee Motion to:

- a. Support legislation to extend protections for children born after a parent makes a will as currently available under the Probate Code to protections for a child born after the parent creates or updates a revocable trust;
- b. Find that such proposal is within the purview of the RPPTL Section;
- c. Authorize transmittal of the proposed legislation to The Florida Bar Board of Governors with a request for the Board's approval; and
- e. Authorize the expenditure of funds from the Section's budget necessary to effectuate the same.

Being a committee motion, no second is needed. The motion passed unanimously.

D. **Report from the subcommittee reviewing the potential invalidity of spendthrift provisions** - *M. Travis Hayes, Chair/ Robert H. "Bo" Trudeau*

Travis Hayes presented the following Committee motion which was an

Information Item at the Four Seasons:

- a. Support revision to Section 736.0502, Florida Statutes, to clarify that a spendthrift provision is not invalid solely because a beneficiary, as trustee or otherwise, has discretion to make distributions to himself or herself based upon an ascertainable standard;
- b. Find that such proposal is within the purview of the RPPTL Section;
- c. Authorize transmittal of the proposed legislation to The Florida Bar Board of Governors with a request for the Board's approval; and
- d. Authorize the expenditure of funds from the Section's budget necessary to effectuate the same.

Deb Boje moved to amend the White Paper to remove any reference to *Berlinger* in the White Paper. The Committee agreed to make the noted changes to the White Paper. Since the proposed changes are the White Paper only and not the legislative position, no amendment to the pending motion was required.

Being a committee motion, no second is needed. After discussion and debate by the Executive Council, the motion passed.

Sancha recognized Travis' as the recipient of the John Arthur Jones award and his role as the Legislation Co-Chair (PT) next Bar year.

Information Items:

- A. **Charitable Planning and Exempt Organizations Committee** - *Alyssa R. Wan, Chair, Carla DeLoach and Jeffrey Spina-Jennings, Co-Vice Chairs, and the **Insurance, IRA and Employee Benefits Committee**, Charles W. Callahan, III, Chair, Rachel Barlow and Rebecca Bell, Co-Vice Chairs*

Denise Cazobon presented a Subcommittee report and proposal of Section position related to the designation of charitable organizations as beneficiaries in documents other than testamentary instruments:

Support legislation creating a process for charitable organizations listed as beneficiaries in instruments designating a beneficiary, other than a will or an instrument creating a trust, seeking information or the transfer of property to effectively and efficiently obtain such information without the need to provide any personal information for any individual employed by or serving on the board of the charitable organization or become an account owner with the holder of the property.

- B. **Principal and Income Committee** – *Jolyon D. Acosta and Keith B. Braun, Co-Chairs; and Susan Kubar, Vice-Chair*

Susan Kunbar, Vice Chair, presented a Report from the committee, reviewing 2024 Florida Fiduciary Income and Principal Act and proposing legislative position and bill to correct glitches in the Act and proposed motion to support legislation to correct mistaken alterations to, and to clarify, the original text as intended in the 2024 Florida Fiduciary income and Principal Act.

C. **Probate Law and Procedure Committee** -n Theodore S. Kypreos, Chair; Benjamin F. Diamond, J. Grier Pressley, Stacey Prince-Troutman, and Michael Sneeringer, Co-Vice Chairs

Tae Bronner presented on issues with the new curator bill that was passed by the legislature in 2026. The legislation was not a Section initiative. The Committee will be working on a legislative proposal for a glitch bill to address the issues raised.

XII. **Real Property Law Division Report** – Steven H. Mezer, Division Director

Action Item:

Jeremy Cranford moved to waive Article VIII, Section 4(a) of the Bylaws of the Real Property, Probate and Trust Law Section, to consider Real Property Division Committee motions as set forth in the Agenda. Motion seconded by Jon Moran.

There was no discussion on the motion which was approved unanimously.

A. **Real Property Problems Study** – Susan K. Spurgeon and Brian W. Hoffman, Co-Chairs

Brian Hoffman presented a committee motion requesting that the RPPTL Section file an amicus brief in Manhattan Palms v. Crist, to reinforce the importance of the duties under Section 28.222, including specifically maintaining a correct registry of names of parties to an instrument and the alphabetical index, direct and indirect, of all instruments filed for record, including particularly as it concerns Florida real property as each instrument when recorded creates a class of individuals who are intended to rely upon the statutory index. Further, that the direct and indirect index is not a more “easily” method of the classes protecting themselves, and that the Court should not create a duty to perform a second property description search which would eviscerate the statutory direct and indirect index without creating an alternative that allows justifiable reliance, and as nearly three and half decades has passed since the decision in First American Title Insurance Co. of St. Lucie County v. Dixon, 603 So. 2d 562 (Fla. 4th DCA 1992), which reinforces the importance and reliability of the index, a decision which the Legislature has never come near to overriding.

Being a committee motion, no second is needed. After discussion, the motion passed unanimously.

Information Items:

A. **Construction Law Committee** - *Bruce Partington, Chair; Brett Henson and Jason Quintero, Co-Vice Chairs*

Brett Henson presented on the Committee proposal of Section position related to proposed legislation amending sections 287.055 and 255.065, Florida Statutes, revising Florida's statutory public procurement framework and public-private partnership law: Support proposed legislation amending sections 287.055 and 255.065, Florida Statutes, to revise Florida's statutory public procurement framework; resolve conflicts between Florida's Consultants' Competitive Negotiation Act ("CCNA") and Florida's Public-Private Partnerships ("P3") law; harmonize the CCNA with foundational legal principles and developments in public procurement law; clarify ambiguities in Florida's P3 law relating to the procurement of performance and payment bonds; and reinstate certain exemptions from Florida's public records and public meeting requirements applicable to unsolicited P3 proposals.

XIII. **New Business** - None

XIV. **Adjourn**

Meeting adjourned at approximately 12:10 pm

Respectfully submitted by:

Wilhelmina F. Kightlinger

Secretary, RPPTL Section

RPPTL EXECUTIVE COUNSEL MEETING MINUTES
Alyeska Resort, Girdwood Alaska
Saturday, July 11, 2026
9:00 – 9:45 a.m.

1. **Presiding:** Chair Jon Scuderi called the meeting to order at 9:00 a.m.
2. **Chair's Report:** The Chair updated the counsel on the status of items of interest to the Section.
3. **Introduction of Sponsors:** The Chair introduced and thanked the sponsors, Stout and Peak Trust Company.
4. **Guest Speaker Introduction:** The Chair introduced the guest speaker:

Abigail O'Connor
Chief Legal Officer
Peak Trust Company

5. Presentation:

Topic: *Last Frontier, Lasting Plans: Alaska Trusts, Estates, and Real Property for the Lower 48* explores how Alaska law can provide unique estate planning, probate, asset protection, and real property opportunities and considerations for attorneys and clients who reside outside the state. The presentation examines Alaska's self-settled asset protection trusts, community property trusts available to married nonresidents, and other irrevocable trust structures, including Alaska's strong asset protection provisions, directed trusts, flexible trustee roles, and distinctive rules regarding trust duration. It also discusses the requirements for establishing and administering Alaska trusts, including the use of an Alaska trustee. The probate portion highlights options available to nonresidents, including directing original probate to Alaska, utilizing Alaska's enforceable no-contest provisions, and seeking premortem validation of wills and trusts. Finally, the presentation addresses characteristics of Alaska real property that may be unfamiliar to practitioners in the Lower 48, including remote properties without road access and Alaska's rules governing ownership interests in real estate.

6. **Adjournment:** Chair Scuderi adjourned the meeting at 9:40 p.m.

ATTENDANCE ROSTER
REAL PROPERTY PROBATE & TRUST LAW SECTION
EXECUTIVE COUNCIL MEETINGS
2026-2027

Executive Committee	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Scuderi, Jon Chair	RP		X				
Mezer, Steven H. Chair-Elect	PT						
Kightlinger, Wilhelmina F. Division Director, Real Property	RP						
Brennan, Sancha K. Division Director, Probate & Trust		PT	X				
Curley, Nicklaus Secretary	RP						
Adams, Angela M. Treasurer		PT					
Weintraub, Lee A. Director, At-Large Members	RP		X				
Hayes, Travis Legislation Co-Chair, Probate & Trust		PT					
Ezell, Brenda B. Legislation Co-Chair, Real Property	RP		X				
Brunner, S. Dresden CLE Co-Chair, Probate & Trust		PT	X				
Hargett, Michael V. CLE Co-Chair, Real Property	RP						
Wright, Wm. Cary Immediate Past Chair		PT					

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Acosta, Jolyon Delphin		PT					
Akins, David J.		PT					
Alaimo, Marve Ann M.		PT	X				
Archbold, J. Allison		PT					
Arnold, Casey		PT					
Arnold, Trevor B.	RP						
Aron, Jerry E. Past Chair	RP						
Ashton, Amber E.	RP						
Awerbach, Martin S.	RP						
Bailey, Camille	RP						
Bald, Kimberly A.		PT					
Ballaga, Raul	RP						
Barlow, Rachel N.		PT					
Baskies, Jeffrey A.		PT					
Battle, Carlos A.		PT					
Beales, III, Walter R. Past Chair	RP						
Bedke, Michael A.	RP						

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Belcher, William F. Past Chair		PT					
Bell, Rebecca Coulter		PT					
Bell-Alexander, Darlene	RP						
Beller, Amy B.		PT	X				
Bhavsar, Nikki K.	RP						
Bild, Tara Rao		PT					
Bloodworth, Jennifer J.	RP						
Boggus, Cullen		PT					
Boisrond, Sandy		PT	X				
Boje, Debra Lynn Past Chair		PT					
Boston, Wiley	RP		X				
Braun, Keith Brian		PT					
Brenes-Stahl, Tattiana		PT					
Brennan, David C. Past Chair		PT					
Brewer, Troupe	RP						
Bronner, Tae K.		PT					
Brown-Burton, Lorna							

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Bruton, Jr., Ed Burt	RP		X				
Bucher, Elaine M.		PT					
Busey, Lauren	RP						
Butters, Sarah Past Chair		PT	X				
Byrnes, Gentry		PT					
Callahan, III, Charles “Chad” W.		PT					
Caplano, Klarika	RP						
Casket, John Richard “Rich”		PT					
Cazobon, Denise B.		PT					
Chase, Emily		PT					
Cherneski, John		PT					
Christiansen, Patrick Past Chair	RP						
Clark, Danielle N.		PT					
Cole, Stacey L.		PT					
Coleman, Jami A.		PT					
Conetta, Tami F.		PT					
Cook, Stephanie		PT					

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Cope, Jr., Hon. Gerald B.	RP						
Cornett, Jane Louise	RP						
Costello, John		PT					
Cranford, Jeremy T.	RP						
Crockett, Debbie	RP						
DeLoach, Carla A.		PT					
DeNapoli, Richard		PT					
Detzel, Lauren Y.		PT					
Diamond, Benjamin F.		PT					
Diamond, Sandra F. Past Chair		PT					
Dobrev, Alexander B.	RP						
Doddridge, Ryan		PT					
Dollinger, Jeffrey	RP						
Douglas, II, Alexander S.		PT					
Dribin, Michael Past Chair		PT					
Duffey, Patrick J.		PT					
Duvall, III, Homer	RP						

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Eisel, Jeffrey		PT					
Eliopoulos, Lauren M.	RP						
Ellison, Jason M.	RP						
Emans, Patrick		PT					
Emrick, Stephanie	RP						
Ertl, Christene M.	RP						
Evert, Jamison C.		PT					
Fagan, Gail G.		PT					
Falk, Jr., Jack A.		PT					
Farach, Manuel	RP		X				
Felcoski, Brian J. Past Chair		PT	X				
Fernandez, Kristopher E.	RP		X				
Fields, Alan B.	RP						
Finchum, Travis D.		PT					
Finlen, Erin F.		PT					
Fitzgerald, Jr., John E.		PT					
Frazier, S. Katherine Past Chair	RP		X				

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Freedman, Robert (Rob) Past Chair	RP		X				
Friedman, Bridget	RP						
Fugate, Norm	RP						
Galler, Jonathan A.		PT					
Gans, Richard R.		PT					
Gasparri, Angelo J.	RP						
Gelfand, Michael J Past Chair	RP						
Gillam IV, Wiley Braxton	RP						
Gillespie, Hon. Kenneth L.							
Goethe, Jeffrey S.		PT					
Goldman, III, Louis “Trey”	RP						
Goldman, Robert W. Past Chair		PT					
Goodall, Deborah P. Past Chair		PT	X				
Graham, Robert M.	RP						
Granet, Lloyd	RP						
Greenlee, Paige (TFB Liaison)							
Griffin, Linda S.		PT					

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Grimm, Reed	RP						
Groover, Leanne		PT	X				
Guettler, Anthony P.	RP						
Gunther, Eamonn W.		PT					
Guttmann, III, Louis B Past Chair	RP						
Harmon, Sara A.		PT					
Harris, Shelly W.		PT					
Harvey, Terrance L.	RP						
Hayes, Hon. Hugh D.							
Hayes, Michael Travis		PT					
Haynes, Jourdan	RP						
Hearn, Frederick “Ricky”		PT					
Hearn, Steven L. Past Chair		PT	X				
Hennessey, William (“Bill”) Past Chair		PT	X				
Henson, Brett	RP						
Hersem, Amanda	RP						
Hertz, Allison	RP						

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Heuston, Stephen P.		PT					
Heuston, Victoria		PT					
Hinden, Michelle	RP						
Hipsman, Mitchell Alec		PT					
Hoffman, Brian W.	RP						
Hughes, Elizabeth M.		PT					
Huss, Cady L.		PT					
Isphording, Roger O. Past Chair		PT					
Jaiven, Kristen King	RP						
Jennison, Julia A.	RP						
Johnson, Amber Jade		PT					
Johnson-Mount, Shayla	RP						
Jones, Darby		PT					
Jones, Frederick W.	RP		X				
Kalmanson, Stacy O.	RP						
Kangas, Michael R.		PT					
Kaplan, Seth		PT					

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Karr, Thomas M.		PT					
Kayser, Joan B. Past Chair		PT					
Kelley, Rohan Past Chair		PT	X				
Kelley, Sean W.		PT					
Kelley, Shane		PT					
Kibert-Basler, Nicole	RP						
Kinsolving, Ruth Barnes Past Chair	RP						
Kirkland, Robert K.		PT					
Kison, Amanda R.	RP						
Kolyesnik, Lyudmyla		PT					
Koren, Edward F. Past Chair		PT					
Kotler, Alan Stephen		PT	X				
Kubar, Susan		PT					
Kurian, Sanjay	RP						
Kypreos, Theodore S.		PT					
Lancaster, Robert		PT					
Lane, Jr., William R.		PT					

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Lannon, Patrick J.		PT					
Lebowitz, Sean		PT					
Licastro, Laura	RP						
Lile, Laird A. Past Chair		PT					
Little, III, John W.	RP						
Liu, Jin	RP						
Madorsky, Marsha G.		PT					
Maguire, Michael	RP						
Malec, Brian M.		PT					
Manfredi, Cynthia	RP						
Manning, Laura	RP						
Maple, Haley R.	RP						
Marger, Bruce Past Chair		PT					
Marx, James A.	RP						
Marzan, Jacqueline	RP						
McClure, Anthony		PT					
McConnell, Eryn	RP						

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
McConnell, Ryan	RP						
McDermott, Daniel		PT					
McElroy, IV, Robert Lee		PT					
McIver, Richard S.	RP						
McRae, Ashley E.	RP						
McTague, Joel	RP						
Menor, Arthur J.	RP						
Meyer, George F. Past Chair	RP						
Mickley, Sean	RP						
Miller, Erin M.	RP						
Miller, Lawrence J. ("Larry")		PT					
Moczynski, Lindsay	RP						
Mora, Jeanette		PT					
Moran, John C Past Chair		PT					
Murphy, Melissa J. Past Chair	RP						
Naples, David D., Jr.							
Nash, Charles I.		PT					

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Neukamm, John B. Past Chair	RP		X				
Nguyen, Hung V.		PT					
Noll, Jr., Dale Robert		PT					
Norris, Guy W.	RP	PT					
Offir, Lee	RP						
O'Malley, Andrew M. Past Chair	RP						
Papanikos, Cristina		PT					
Partington, Bruce	RP						
Pence, Scott P.	RP						
Percopo, Joseph M.		PT					
Pilotte, Frank		PT	X				
Pollack, Anne Q.	RP						
Prescott, Leonard "Len"	RP						
Pressly, III, Grier James		PT					
Prince-Troutman, Stacey		PT					
Quintero, Jason J.	RP						
Rawal, Nina V.		PT					

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Redding, John N.	RP						
Reid, Taniquea		PT					
Reiser, Alyse M.		PT					
Robbins, Jr., R. James	RP						
Roberts, III, Hardy L.	RP						
Roberts, Tance		PT					
Robinson, Jennifer		PT					
Rojas, Silvia B.	RP		X				
Rolando, Margaret A. Past Chair	RP		X				
Roman, Paul E.		PT					
Romano, Antonio		PT					
Rubel, Stacy B.		PT					
Rubenstein, Michael M.		PT					
Rudisill, Hon. Michael							
Russick, James C.	RP		X				
Sachs, Colleen C.	RP						
Sajdera, Christopher	RP						

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Sasso, Andrew B.		PT					
Savioli, Justin		PT					
Scaletta, Melissa	RP						
Schwartz, Martin A.	RP						
Schwartz, Robert M.	RP						
Schwartzseid, Alan	RP						
Seigel, Daniel A.		PT					
Selvaraj, Natasha	RP						
Shanks, David	RP						
Sheets, Sandra G.		PT					
Sherrill, Richard N.		PT					
Shifrin, Justin		PT					
Sklar, William P.	RP						
Smart, Christopher W.	RP						
Smith, Kymberlee C.	RP						
Smith, G. Thomas Past Chair/Hon. Member	RP						
Smith, Yoshimi O.		PT					

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Sneeringer, Michael A.		PT					
Speiser, Hon. Mark A.							
Spina-Jennings, Jeffrey J.		PT					
Spivey, Barry F.		PT					
Spurgeon, Susan K.	RP						
Stafford, Michael P.		PT					
Stashis, Jr., Alfred Joseph		PT	X				
Stern, Robert G.	RP						
Stivelman, Alessandra	RP						
Stoops, Elizabeth A.		PT					
Stone, Adele I.	RP						
Stone, Bruce M. Past Chair		PT	X				
Stotts, Darren		PT					
Strock, Gregg	RP						
Sullivan, Ryan	RP						
Sundberg, Laura K.		PT					
Super, Lisa	RP						

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Swaine, J. Michael Past Chair	RP						
Swaine, Robert S. Past Chair	RP						
Taft, Ellie	RP						
Taylor, Richard W.	RP						
Thomas, Hon. Patricia		PT					
Thompson, Andrew H.		PT					
Thumbert, Maggie	RP		X				
Tobin, Jennifer S.	RP						
Trimyer, Brian	RP						
Trudeau, Robert H. "Bo"		PT					
Tschida, Joseph John	RP						
Tulledge, Daniel		PT					
Udick, Arlene C.	RP		X				
Valencia, Arienne		PT					
Van Dien, Lisa Barnett	RP						
Van Lenten, Jason Paul		PT					
Van Vorst, Hon. Kristine							

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Vianna, Rafaela		PT					
Villarroel, Nicole Marie	RP						
Virgil, J. Eric		PT					
Ward, Lori	RP						
Warner, Richard		PT					
Weiss, Brad R.	RP						
Whittington, Charles	RP						
Widman, Shannon L.	RP						
Williams, Francois “Regine”		PT					
Williams, Jorja		PT					
Williamson, Julie Ann Past Chair	RP						
Wohlust, G. Charles		PT	X				
Wolasky, Marjorie E.		PT					
Wolf, Jerome L.		PT					
Worsham, Matthew		PT					
Zeydel, Diana S.C.		PT					
Zikakis, Salome J.	RP						

Executive Council Members	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Zschau, Julius J. Past Chair	RP						
Zuroweste, Zack		PT					

Fellows	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Crain-Evans, Emily		PT					
DeFilippo, Lucia E.		PT					
Friedman, Michael S.	RP						
Owens, Larissa	RP						
Stubbs, Mellissa		PT					
Thomas, Jennifer		PT					
Thurman, Kate	RP						

Legislative Consultants	Division		7/11/26 Alyeska	8/22/26 Breakers	11/14/26 Marco Island	2/6/27 Amelia Island	6/5/27 Orlando
	R	P					
Brown, French	RP		X				

Dunbar, Marc							
Dunbar, Peter M.	RP						
Edenfield, Martha Jane		PT	X				



Thank you to Our General Sponsors

<u>Sponsor Level</u>	<u>Sponsor</u>	<u>Contact Name</u>	<u>Email</u>
Platinum	Old Republic Title	Jim Russick	jrussick@oldrepublictitle.com
Platinum	RealAdvice	Todd Jones	Todd.jones@realadvice.com
APP	WFG National Title Insurance	Joseph J. Tschida	jtschida@wfgnationaltitle.com
Gold	CATIC	Stacey Morey	smorey@catic.com
Gold	Coral Gables Trust Company	John Harris	jharris@cgtrust.com
Gold	First American Title Insurance Company	Len Prescott	lprescott@firstam.com
Gold	Process Servers	Lance Randall	lance110205@gmail.com
Gold	FNF Family of Companies – Florida	Cynthia Manfredi	cynthia.manfredi@fnf.com
Gold	Guardian Trust	Travis Finchum	travis@specialneedslawyers.com
Gold	J.P. Morgan Private Bank	Carlos Batlle	Carlos.a.batlle@jpmorgan.com
Gold	LEAP Legal Software	John Celmer	John.celmer@leap.us
Gold	Stewart Title Guaranty Company	Ashley McRae	Ashley.mcrae@stewart.com
Gold	Stout	Garry Marshall	gmarshall@stout.com
Gold	Title Resources Group	Lee Offir	Lee.offir@titleresources.com
Silver	Athanassie Capital Partners	Steve Athanassie	steve@teamacpartners.com
Silver	Hancock Whitney Bank	Julie Farber	Julie.Farber@hancockwhitney.com
Silver	Management Planning, Inc.	Roy Meyers	rmeyers@mpival.com
Silver	Valuation Services, Inc.	Jeff Bae	jeff@valuationservice.com
Silver	WealthCounsel	Rachel Gifford	Rachel.gifford@wealthcounsel.com
Silver	Westcor Land Title Insurance Company	Laura Licastro	Laura.licastro@wltlc.com
Bronze	Alliant National Title Insurance Company	Lori Ward	lward@alliantnational.com
Bronze	BNY Wealth	Rafaela Vianna	Rafaela.vianna@bny.com
Bronze	Cumberland Trust	Haley Barba	hbarba@cumberlandtrust.com
Bronze	Glenmede Trust Company, N.A.	Joseph Coconate	joseph.coconate@glenmede.com
Bronze	Grove Bank & Trust	Marta Goldberg	mgoldberg@grovebankandtrust.com
Bronze	Mercer Capital	Tim Bronza	tim.bronza@mercercapital.com

CONTRACT COVER SHEET

Name of Business and Check Name: Janellen Green

Mandatory bar group contract: _____

Voluntary bar group contract: RPPTL - Executive Committee ApprovedPurpose or Event Description (*dates & locations, if applicable*):

Proofread and Edit RPPTL quarterly Actionline newsletter articles for layout.

Contract renewal conditions (*if any*):

na

☒ Service contract or ☐ Event contract obligation (*select one*)Maximum Obligation if contract is cancelled: 0 Estimated Expenditures: \$10,000Amount Budgeted: \$103,500

964-9640-26400-00000-5121

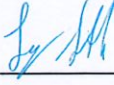
Account Strings: _____

Staff Liaison for contract/event: Hilary StephensStandard contract terms were negotiated: ☐ Yes or ☒ No (*select one*)

If yes, specify which terms were negotiated, how they were changed and why:

Notes:

Signatures

Contract Initiator:	<u>Hilary Stephens</u>	Date:	<u>6/24/26</u>
Reviewed by & Recommended For Approval by Department Head:	<u> Leroy Smith</u>	Date:	<u>06/24/2026</u>
Approved by Division Director: (If over \$10,000 or exceeds 1 year)	_____	Date:	_____
Approved by General Counsel: (If over \$10,000 or exceeds 1 year)	_____	Date:	_____
Approved by CFO: (If over \$10,000 or exceeds 1 year)	_____	Date:	_____
Approved by Executive Director: (If over \$25,000 or exceeds 1 year)	_____	Date:	_____

RE: Annual Contracts for Actionline Editing and Layout Design

From Jon Scuderi <jscuderi@gfsestatelaw.com>

Date Wed 2026-06-10 17:01

To Michelle Gomez Hinden <mhinden@nishadkhanlaw.com>; Stephens, Hilary <HStephens@floridabar.org>;
Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

 2 attachments (712 KB)

2026 Janellen Green Scope of Work 02.pdf; Laurie Rowland - Scope of Work.pdf;

Michelle, Erin and Hilary,

The Executive Committee approved the contract for Laurie Rowland and the revised contract for Janellen Green. Please send me Paisley Design once you have it.

Thank you for your work on this.

Jon

From: Michelle Hinden <mhinden@nishadkhanlaw.com>

Sent: Tuesday, June 9, 2026 6:27 PM

To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington
Finlen <erin@estatelaw.com>

Cc: Jon Scuderi <jscuderi@gfsestatelaw.com>

Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Security Notice: This is an external email. Stop and think before you click links or open attachments.

- Goldman Felcoski & Stone P.A.

Hello Hilary,

I hope all is well. I went ahead and revised the proposed contract to address your comments below, as well as the explanation supporting the request to rehire Janie and obtain an exemption from the bidding process.

For the attachment titled "Scope of Work," I revised the scope section to more accurately reflect the services that will be provided.

I was also uncertain as to the appropriate number of hours to include (under the Fee Schedule and Termination for Convenience Sections), as there are periods when we may go several weeks without requiring Janie's assistance, while at other times, particularly during layout periods, we may need her support more extensively. Given this fluctuation, I listed an estimated 10 hours per week, recognizing that the actual hours will likely vary depending on the organization's needs.

For the attachment titled "Bar Year," I incorporated your proposed language, with a slight modification for clarity and consistency, and I added it to the second paragraph.

Please note that I have not yet reviewed these revisions with Janie to confirm that she agrees with the changes. However, I understand that you are all meeting tomorrow and that time is of the essence. I plan to discuss the revisions with her during our weekly meeting on Thursday. Based on my understanding of the arrangement, I do not anticipate that she will have any concerns with the proposed changes.

If you need any additional revisions or have any questions, please let me know.

Kindest regards,

NISHAD II KHAN P.L.

REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: 407-228-9711

✉: mhinden@nishadkhanlaw.com | NishadKhanLaw.com

📍: 1303 N. Orange Avenue, Orlando, Florida, 32804

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From: Stephens, Hilary <HStephens@floridabar.org>

Sent: Tuesday, June 9, 2026 12:10 PM

To: Michelle Hinden <mhinden@nishadkhanlaw.com>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Cc: Jon Scuderi <jscuderi@gfsestatelaw.com>

Subject: Re: Annual Contracts for Actionline Editing and Layout Design

Michelle - Based on the description of what Janie will be doing, I would recommend adjusting the Fee Schedule to reflect a more limited number of hours. If she were to actually bill us according to what the contract allows, we'd be way over budget. I would also suggest that the contract be a little more clear about what her role is.

"In addition, we are respectfully requesting that Janie also be approved for the upcoming Bar year on a limited-hours basis so that she may continue to step in and provide guidance and assistance as needed. Given her extensive institutional knowledge and prior experience with the publication process, her support has proven extremely beneficial whenever questions or issues arise that require historical knowledge or additional guidance. We respectfully ask that her continued involvement also be considered."

Hilary Stephens

Program Administrator, RPPTL

651 East Jefferson Street
Tallahassee, Florida 32399-2300
P 850-561-5626

From: Michelle Hinden <mhinden@nishadkhanlaw.com>
Sent: Monday, June 08, 2026 17:39
To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>
Cc: Jon Scuderi <jscuderi@gfsestatelaw.com>
Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Hello Hilary,

I hope all is well. We are in receipt of Janie's proposed Contract for the upcoming Bar Year. It is attached.

We are still waiting on Laura's from Paisley Printing. Once I am in receipt of it, I will pass it along.

Kindest regards,

NISHAD || KHAN P.L.
REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: [407-228-9711](tel:407-228-9711)

✉: mhinden@nishadkhanlaw.com | NishadKhanLaw.com

📍: 1303 N. Orange Avenue, Orlando, Florida, 32804

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From: Stephens, Hilary <HStephens@floridabar.org>
Sent: Monday, June 8, 2026 11:24 AM
To: Michelle Hinden <mhinden@nishadkhanlaw.com>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>
Subject: Re: Annual Contracts for Actionline Editing and Layout Design

Hi Michelle - Have you received the contracts for Janellen and Laura Pritchard? Please send them to Steve as soon as possible so the Executive Committee can review them.

Thanks,
Hilary

Hilary Stephens
Program Administrator, RPPTL
651 East Jefferson Street
Tallahassee, Florida 32399-2300

P 850-561-5626

From: Michelle Hinden <mhinden@nishadkhanlaw.com>
Sent: Thursday, May 21, 2026 16:59
To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>
Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Hello Hilary,

Sorry for sending these piecemeal, but I wanted to provide you with Laurie's contract, as she gave me permission to use the same underlying contract and to simply revise the date for the new Bar year.

I am attaching it for your records. I will send the remaining contracts as I receive them.

I will be in touch.

Kindest regards,

NISHAD || KHAN P.L.
REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: [407-228-9711](tel:407-228-9711)

✉: mhinden@nishadkhanlaw.com | NishadKhanLaw.com

📍: 1303 N. Orange Avenue, Orlando, Florida, 32804

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From: Stephens, Hilary <HStephens@floridabar.org>
Sent: Thursday, May 21, 2026 4:41 PM
To: Michelle Hinden <mhinden@nishadkhanlaw.com>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>
Subject: Re: Annual Contracts for Actionline Editing and Layout Design

Great, thank you!

Hilary Stephens

Program Administrator, RPPTL
651 East Jefferson Street
Tallahassee, Florida 32399-2300

P 850-561-5626

From: Michelle Hinden <mhinden@nishadkhanlaw.com>
Sent: Thursday, May 21, 2026 16:35
To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>
Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Hello Hilary,

I hope all is well. I have asked the ladies to provide me with their form contract for the 2026-2027 Bar year, or in the alternative, to provide me with permission to use their existing form but with revised dates. I will pass them along once I am in receipt of them. I will be in touch.

Kindest regards,

NISHAD || KHAN P.L.
REAL ESTATE AND BUSINESS LAW

Janellen “Janie” Green /Publications Coordinator:

The ActionLine Publications Committee for the Real Property Probate Trust Law (RPPTL) Section would like to request permission to forgo the competitive pricing from other vendors and to continue working with Janellen “Janie” Green because of the tremendous value she brings to the publication process and the important support she provides to our Committee.

Janellen is especially helpful with performing back checks and carefully reviewing the final layout to ensure that all edits and revisions requested by the Co-Chairs have been properly incorporated. Her attention to detail and willingness to thoroughly double-check the final product provides an additional level of quality control that is extremely important to ActionLine. She also performs a final cursory review of each issue to make sure that nothing appears out of place or inconsistent before publication.

One of Janellen’s greatest strengths is the institutional knowledge she brings to the process due to her many years previously working with the Section. Her familiarity with the publication procedures, workflows, and historical practices has been incredibly valuable to our Committee. She is often able to answer questions and provide guidance in situations where we may otherwise be unsure how to proceed. Her experience helps ensure continuity and efficiency throughout the process.

In addition, Janellen is always willing to assist Laurie whenever questions arise or additional support is needed. Although she does not work many hours for the Committee, she consistently steps in to provide guidance, clarification, and assistance whenever necessary, and her contributions have proven extremely beneficial.

Beyond her knowledge and skillset, Janellen has a wonderful attitude and is an absolute pleasure to work with. She is consistently pleasant, professional, approachable, and easy to collaborate with, which makes the entire process significantly smoother and more enjoyable for everyone involved.

For all of these reasons, we strongly believe that continuing to work with Janellen is in the best interest of the publication and the Committee.

If you have any questions or if you would like to discuss Janellen’s qualifications further, please do not hesitate to let us know.

Michelle Gomez Hinden and Erin Farrington Finlen
Co-Chairs Publications Committee - ActionLine

This agreement is made and entered into, as of July 1, 2026, by Janellen Green (“Green”) and the Real Property, Probate and Trust Law Section (“Section”) of The Florida Bar (“Client”).

The Publication

ActionLine - The Section’s quarterly magazine that is written and edited by and for lawyers with an editorial staff consisting primarily of the section’s lawyers.

Green agrees to provide the following services:

Scope of Work

Publication Coordinator

The Publication Coordinator (PC) assists the Publications Manager with overseeing the editing process from the article submission stage through layout to publication. The PC also assists with: (i) quality control, (ii) providing institutional knowledge on publication procedures, workflows, and historical publishing practices, and (iii) performs a final cover-to-cover review of layout copy by the Co-Editors-In -Chief and the Copyeditor. There should be regular communication via email or phone, if needed, to staff editors, and if an edit is late, the PC is responsible for reaching out to staff to see what help can be offered or what issues may exist that may delay the publication process. The Co-Editors-In-Chief should be informed of any issues or delays.

Additionally, the PC communicates with the Copyeditor and layout contractor in the final editing stages, ushering the magazine to final publication. The PC distributes the final layout copy to the Co-Editors-In-Chief and the Copyeditor for final cover-to-cover review and returns edits to layout for final corrections.

Timeframe

ActionLine is quarterly publication and workload will be dictated by the deadlines for submission of articles by authors listed below.

<u>Issue</u>	<u>Deadline</u>
Spring Issue	January 31 st
Summer Issue	April 30 th
Fall Issue	July 31 st
Winter Issue	October 31 st

The deadlines for publishing the electronic version of ActionLine is listed below:

<u>Issue</u>	<u>Deadline</u>
Spring Issue	March 15 th
Summer Issue	June 15 th
Fall Issue	September 15 th
Winter Issue	December 15 th

Fee Schedule

An agreed upon rate of \$65/hour for Janellen Green with an estimated time required of 10 hours/week. If time exceeds 10 hours/week, notice will be given by Green to Hilary Stephens and the Co-Editors-In-Chief.

Independent Contractor Provision

Green shall be and at all times act as an independent contractor with respect to Client and agrees to comply with all applicable state and federal tax and other laws imposed upon Green as a result of Green's status as an independent contractor, specifically including without limitation, Green acknowledges that Green shall be responsible for the payment of federal income, Social Security, Medicare or other taxes and withholdings. This Agreement shall not be deemed to create any agency, employment, partnership or joint venture relationship between Client and Green. Neither party shall have the power or authority to bind, commit or obligate the other in any manner whatsoever without the other's prior written consent. No representation of either party shall be binding upon the other party without the other party's prior written consent.

Termination for Cause

Client shall be entitled to terminate for cause for failure to satisfactorily perform the items listed in the Scope of Work above or missing the deadlines for publishing the electronic version of ActionLine.

Client shall give seven (7) days' written notice of the deficiencies in performance and an opportunity to cure the items listed in such written notice. If Green fails to cure the noticed deficiencies to Client's sole satisfaction, Client shall then provide a seven (7) days' written notice of termination.

Termination for Convenience

Client has the right to terminate this contract for convenience and without cause. In such event, Client shall provide a seven (7) days' written notice of termination. In the event of a termination for convenience, Green shall only be entitled to \$650.00 (ten (10) hours of pay at \$65 per hour) and nothing more.

Work Product

At any time, or in the event of Termination, Client may request in writing that Green provide copies of all publication material, including but not limited to, submitted articles, articles at any stage of editorial review or finalized articles ready for publication, documents identifying the status of review of articles, written procedures related to the publication, sponsor information, correspondence related to the publication process and any other material that is published in Client's quarterly magazine (collectively, "Requested Documents"). Green agrees to make the Requested Documents available to Client within seven (7) business days of the receipt of a written request. Failure by Green to produce the Requested Documents shall constitute a material

breach of this Agreement. Additionally, Green agrees to maintain complete copies of work product on a cloud-based storage system that is accessible to and controlled by Client. Client will provide the cloud-based storage to Green.

Non-Assignment

This is a personal services agreement and is not assignable without the prior written consent of Client.

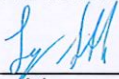
Term of Agreement

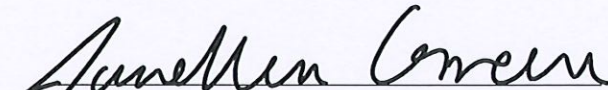
The term of this Agreement is one (1) year from the date listed above.

The Florida Bar Standard Contract Terms and Conditions

The Florida Bar Standard Contract Terms and Conditions, a copy of which are attached hereto as Exhibit A, are incorporated herein by reference and are fully a part of this Agreement.

THE FLORIDA BAR

 06/24/2026
By: Leroy Smith
Its: Director, Professional Development, TFB


JANELLEN GREEN



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

(850) 561-5600
www.FLORIDABAR.org

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 and Acquisition.**

- A. Neither party may assign a contract or agreement, or any of its rights or obligations, without the other party's express written consent, except that either party may assign a contract or agreement to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets.

- B. No assignment becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in a contract or agreement.
 - C. Upon the effective date of any assignment or acquisition permitted by a contract or agreement, the assigning/selling party will provide to The Florida Bar a fully executed copy of the assignment/acquisition document, which will include, at minimum, a clear identification of the rights and obligations being assigned, the identity of the assignee/buyer, and the effective date of the assignment/acquisition. If such documents are not timely provided, The Florida Bar will have the right to terminate as provided for in the contract or agreement.
- 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. **Copyright**
- A. Each party will retain ownership of its copyrightable materials, trademarks, patented or patentable inventions, processes, and templates, and nothing in this Agreement will be construed as making the parties joint authors.
 - B. The Service Provider agrees that any final tangible work products delivered to the Client under this Agreement will be "works made for hire," if they qualify under the copyright laws of the United States. If for any reason such products are determined at any time not to be "works made for hire," the Service Provider irrevocably transfers and assigns to the Client all right, title, and interest therein, including all copyrights.
 - C. If the contract with a Service Provider includes items like "props", e.g., a photo booth vendor agrees to provide prop signs with logos, The Florida Bar will have the right to review all props prior to executing such contracts. The Service Provider may not provide any items that contain any logos or

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language that may infringe on third-party copyrights, or that The Florida Bar determines are inappropriate for bar events.

VI. **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.

- VII. **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.

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VIII. 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.

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- 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.

- IX. **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.

X. **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.

JG

- XI. **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.
- XII. **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.
- XIII. **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.
- XIV. **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.
- XV. **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.

JG

- XVI. **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.
- XVII. **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.
- XVIII. **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.
- XIX. **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

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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.

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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.
- XX. **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.
- XXI. **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.
- XXII. **Termination & Remedies**
- A. **For Cause**. TFB reserves the right to immediately terminate the Agreement by providing written notice to the Contractor if TFB determines any of the following have occurred:
 1. The Contractor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or Agreement, which representation is materially false, deceptive, incorrect, or incomplete;
 2. The Contractor fails to perform to TFB's satisfaction any material requirement of the Agreement or defaults in performance of the Agreement;
 3. The performance of the Agreement is substantially endangered by the action or inaction of the Contractor; or

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4. The Contractor or its assets are acquired by or combined with another company during the Agreement period.

The Contractor retains the ultimate responsibility to ensure and guarantee the quality of work to be provided under this Agreement and for performing and completing the services specified to the satisfaction of TFB.

Consequently, TFB reserves the right in its sole discretion to terminate the Agreement if it determines that the actions or inactions of the Contractor's employees have posed a threat to the security and integrity of TFB. If such an event occurs, TFB may terminate the Agreement immediately by telephonic notification followed by written notice. If the Agreement is terminated for cause by TFB, TFB will be obligated only for the services performed prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

- B. For Convenience. TFB may terminate this Agreement in whole or in part by giving the Contractor written notice at least 30 days before the effective date of the termination. Upon receipt of notice of termination from TFB, the Contractor will only provide those services specially approved or directed by TFB. All other rights and duties of the parties under this Agreement will continue during such notice period, TFB will be responsible to the Contractor for the payment of any obligations incurred by the Contractor with approval of TFB.

Upon termination of this Agreement, the Contractor will not be entitled to any fee nor to expenses for any work commenced or expensed after the notice of termination was received by the Contractor, unless specifically approved or requested by TFB. However, the Contractor will be entitled to payment for services commenced and approved by TFB prior to the receipt of notice or with the express written consent of TFB.

The Contractor will take such action as may be necessary, or as the Executive Director of TFB may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which TFB has or may have acquired an interest.

- C. Remedies. In any action brought to enforce the terms of the Agreement or for a breach, the prevailing party, in addition to and exclusive of any other right, claim, remedy or relief, will be entitled to recover its reasonable fees and costs, including reasonable attorney fees and costs incurred.

- XXIII. Venue. The Agreement is governed by the laws of the State of Florida and the intellectual property laws of the United States of America, irrespective of choice of law rules. Any action, suit, or other proceeding arising out of or related to the Agreement will be instituted in the United States District Court for the district encompassing Leon County, Florida, or the circuit or county court of the State of Florida in the circuit encompassing Leon County, Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

JG

XXIV. **Waiver**. The failure of either party to the Agreement to object to or take affirmative action with respect to any conduct of the other that is in violation of the terms of the Agreement will not be construed as a waiver of the violation or breach, or of any future violations or breach.

XXV. **Warranties**

- A. **Authority**. Each person signing the Agreement represents that he/she is duly authorized to do so and to bind the respective party to the Agreement.
- B. **Ability to Perform**. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy its Agreement obligations. The Contractor will immediately notify TFB in writing if its ability to perform is compromised in any manner during the term of the Agreement.

CONTRACT COVER SHEET

Name of Business and Check Name: Laurie Rowland

Mandatory bar group contract: _____

Voluntary bar group contract: RPPTL - Executive Committee

Purpose or Event Description (*dates & locations, if applicable*):

Proofread and edit RPPTL quarterly Actionline newsletter articles for layout.

Contract renewal conditions (*if any*):

na

☒ Service contract or ☐ Event contract obligation (*select one*)

Maximum Obligation if contract is cancelled: 0 Estimated Expenditures: \$45,000

Amount Budgeted: \$103,500

Account Strings: 964-9640-26400-00000-5121

Staff Liaison for contract/event: Hilary Stephens

Standard contract terms were negotiated: ☐ Yes or ☒ No (*select one*)

If yes, specify which terms were negotiated, how they were changed and why:

Notes:

Signatures

Contract Initiator:	<u>Hilary Stephens</u>	Date:	<u>6/24/26</u>
Reviewed by & Recommended For Approval by Department Head:	<u></u>	Date:	<u>06/24/2026</u>
Approved by Division Director: (If over \$10,000 or exceeds 1 year)	<u>Termy L. Hill</u>	Date:	<u>06/24/2026</u>
Approved by General Counsel: (If over \$10,000 or exceeds 1 year)	<u>Gypsy Bailey</u>	Date:	<u>06/25/2026</u>
Approved by CFO: (If over \$10,000 or exceeds 1 year)	<u>Cynthia B. Jackson</u>	Date:	<u>6/25/2026</u>
Approved by Executive Director: (If over \$25,000 or exceeds 1 year)	<u>Josh Doyle</u> Josh Doyle (Jun 25, 2026 11:40:23 EDT)	Date:	<u>Jun 25, 2026</u>

RE: Annual Contracts for Actionline Editing and Layout Design

From Jon Scuderi <jscuderi@gfsestatelaw.com>

Date Wed 2026-06-10 17:01

To Michelle Gomez Hinden <mhinden@nishadkhanlaw.com>; Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

 2 attachments (712 KB)

2026 Janellen Green Scope of Work 02.pdf; Laurie Rowland - Scope of Work.pdf;

Michelle, Erin and Hilary,

The Executive Committee approved the contract for Laurie Rowland and the revised contract for Janellen Green. Please send me Paisley Design once you have it.

Thank you for your work on this.

Jon

From: Michelle Hinden <mhinden@nishadkhanlaw.com>

Sent: Tuesday, June 9, 2026 6:27 PM

To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Cc: Jon Scuderi <jscuderi@gfsestatelaw.com>

Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Security Notice: This is an external email. Stop and think before you click links or open attachments.

- Goldman Felcoski & Stone P.A.

Hello Hilary,

I hope all is well. I went ahead and revised the proposed contract to address your comments below, as well as the explanation supporting the request to rehire Janie and obtain an exemption from the bidding process.

For the attachment titled "Scope of Work," I revised the scope section to more accurately reflect the services that will be provided.

I was also uncertain as to the appropriate number of hours to include (under the Fee Schedule and Termination for Convenience Sections), as there are periods when we may go several weeks without requiring Janie's assistance, while at other times, particularly during layout periods, we may need her support more extensively. Given this fluctuation, I listed an estimated 10 hours per week, recognizing that the actual hours will likely vary depending on the organization's needs.

For the attachment titled "Bar Year," I incorporated your proposed language, with a slight modification for clarity and consistency, and I added it to the second paragraph.

Please note that I have not yet reviewed these revisions with Janie to confirm that she agrees with the changes. However, I understand that you are all meeting tomorrow and that time is of the essence. I plan to discuss the revisions with her during our weekly meeting on Thursday. Based on my understanding of the arrangement, I do not anticipate that she will have any concerns with the proposed changes.

If you need any additional revisions or have any questions, please let me know.

Kindest regards,

NISHAD KHAN P.L.

REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: [407-228-9711](tel:407-228-9711)

✉: mhinden@nishadkhanlaw.com | NishadKhanLaw.com

📍: 1303 N. Orange Avenue, Orlando, Florida, 32804

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From: Stephens, Hilary <HStephens@floridabar.org>

Sent: Tuesday, June 9, 2026 12:10 PM

To: Michelle Hinden <mhinden@nishadkhanlaw.com>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Cc: Jon Scuderi <jscuderi@gfsestatelaw.com>

Subject: Re: Annual Contracts for Actionline Editing and Layout Design

Michelle - Based on the description of what Janie will be doing, I would recommend adjusting the Fee Schedule to reflect a more limited number of hours. If she were to actually bill us according to what the contract allows, we'd be way over budget. I would also suggest that the contract be a little more clear about what her role is.

"In addition, we are respectfully requesting that Janie also be approved for the upcoming Bar year on a limited-hours basis so that she may continue to step in and provide guidance and assistance as needed. Given her extensive institutional knowledge and prior experience with the publication process, her support has proven extremely beneficial whenever questions or issues arise that require historical knowledge or additional guidance. We respectfully ask that her continued involvement also be considered."

Hilary Stephens

Program Administrator, RPPTL

651 East Jefferson Street
Tallahassee, Florida 32399-2300
P 850-561-5626

From: Michelle Hinden <mhinden@nishadkhanlaw.com>
Sent: Monday, June 08, 2026 17:39
To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>
Cc: Jon Scuderi <jscuderi@gfsestatelaw.com>
Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Hello Hilary,

I hope all is well. We are in receipt of Janie's proposed Contract for the upcoming Bar Year. It is attached.

We are still waiting on Laura's from Paisley Printing. Once I am in receipt of it, I will pass it along.

Kindest regards,

NISHAD || KHAN P.L.
REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: [407-228-9711](tel:407-228-9711)

✉: mhinden@nishadkhanlaw.com | NishadKhanLaw.com

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From: Stephens, Hilary <HStephens@floridabar.org>

Sent: Monday, June 8, 2026 11:24 AM

To: Michelle Hinden <mhinden@nishadkhanlaw.com>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Subject: Re: Annual Contracts for Actionline Editing and Layout Design

Hi Michelle - Have you received the contracts for Janellen and Laura Pritchard? Please send them to Steve as soon as possible so the Executive Committee can review them.

Thanks,
Hilary

Hilary Stephens

Program Administrator, RPPTL
651 East Jefferson Street
Tallahassee, Florida 32399-2300

P 850-561-5626

From: Michelle Hinden <mhinden@nishadkhanlaw.com>

Sent: Thursday, May 21, 2026 16:59

To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Hello Hilary,

Sorry for sending these piecemeal, but I wanted to provide you with Laurie's contract, as she gave me permission to use the same underlying contract and to simply revise the date for the new Bar year.

I am attaching it for your records. I will send the remaining contracts as I receive them.

I will be in touch.

Kindest regards,

NISHAD || KHAN P.L.
REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: [407-228-9711](tel:407-228-9711)

✉: mhinden@nishadkhanlaw.com | NishadKhanLaw.com

📍: 1303 N. Orange Avenue, Orlando, Florida, 32804

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From: Stephens, Hilary <HStephens@floridabar.org>

Sent: Thursday, May 21, 2026 4:41 PM

To: Michelle Hinden <mhinden@nishadkhanlaw.com>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Subject: Re: Annual Contracts for Actionline Editing and Layout Design

Great, thank you!

Hilary Stephens

Program Administrator, RPPTL

651 East Jefferson Street

Tallahassee, Florida 32399-2300

P 850-561-5626

From: Michelle Hinden <mhinden@nishadkhanlaw.com>

Sent: Thursday, May 21, 2026 16:35

To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Hello Hilary,

I hope all is well. I have asked the ladies to provide me with their form contract for the 2026-2027 Bar year, or in the alternative, to provide me with permission to use their existing form but with revised dates. I will pass them along once I am in receipt of them. I will be in touch.

Kindest regards,

NISHAD || KHAN P.L.
REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: [407-228-9711](tel:407-228-9711)

✉: mhinden@nishadkhanlaw.com | NishadKhanLaw.com

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From: Stephens, Hilary <HStephens@floridabar.org>

Sent: Thursday, May 21, 2026 2:16 PM

To: Michelle Hinden <mhinden@nishadkhanlaw.com>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Subject: Re: Annual Contracts for Actionline Editing and Layout Design

Hi Michelle and Erin - will you send the three contracts for the 26-27 year? The Executive Committee will need the contracts with the memo's to review and approve.

Hilary Stephens

Program Administrator, RPPTL

651 East Jefferson Street

Tallahassee, Florida 32399-2300

P 850-561-5626

From: Michelle Hinden <mhinden@nishadkhanlaw.com>

Sent: Wednesday, May 20, 2026 10:06

To: Stephens, Hilary <HStephens@floridabar.org>; Steven H Mezer <smezer@beckerlawyers.com>; Erin Farrington Finlen <erin@estatelaw.com>

Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Hello Hilary (and Steve),

I hope all is well. Attached please find our memorandums outlining the reasons we believe each individual should be retained for the 2026–2027 Bar year and why we would prefer to forgo the competitive bidding process with respect to pricing at this time.

As detailed in the attached memorandums, each individual has played an integral role in helping us navigate the publication process during a particularly challenging transition period. Their responsiveness, institutional knowledge, professionalism, and willingness to go above and beyond have been invaluable to the continued success and progress of the publication. We truly believe that the continuity, efficiency, and overall quality they provide outweigh any potential benefit that may come from pursuing alternative vendors solely for pricing purposes.

In addition, we are respectfully requesting that Janie also be approved for the upcoming Bar year on a limited-hours basis so that she may continue to step in and provide guidance and assistance as needed. Given her extensive institutional knowledge and prior experience with the publication process, her support has proven extremely beneficial whenever questions or issues arise that require historical knowledge or additional guidance. We respectfully ask that her continued involvement also be considered.

Thank you (and Executive Council) very much for your time and consideration. Please let us know if you have any questions or if we can provide any additional information.

Kindest regards,

NISHAD || KHAN P.L.
REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: [407-228-9711](tel:407-228-9711)

✉: mhinden@nishadkhanlaw.com | NishadKhanLaw.com

📍: 1303 N. Orange Avenue, Orlando, Florida, 32804

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From: Stephens, Hilary <HStephens@floridabar.org>

Sent: Tuesday, May 12, 2026 12:44 PM

To: Steven H Mezer <smezer@beckerlawyers.com>; Michelle Hinden <mhinden@nishadkhanlaw.com>; Erin Farrington Finlen <erin@estatelaw.com>

Subject: Re: Annual Contracts for Actionline Editing and Layout Design

Perfect, thank you! Will you please be sure to write a memo explaining why you don't feel the need to competitively source this work? Attached are some examples. You can include the history they have with working on ActionLine and your satisfaction with their work product, etc. 😊

Hilary Stephens

Program Administrator, RPPTL

651 East Jefferson Street

Tallahassee, Florida 32399-2300

P 850-561-5626

From: Mezer, Steven <smezer@beckerlawyers.com>

Sent: Tuesday, May 12, 2026 11:48

To: Michelle Gomez Hinden <mhinden@nishadkhanlaw.com>; Stephens, Hilary <HStephens@floridabar.org>; Erin

Farrington Finlen <erin@estatelaw.com>

Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Thanks Michelle!

Steven H. Mezer

Shareholder

Board Certified in Real Estate and Condominium/Planned Development Law

Fellow, American College of Real Estate Lawyers

Fellow, College of Community Association Lawyers

Becker

Becker & Poliakoff

1511 N. Westshore Blvd., Suite 1000

Tampa, FL 33607

1819 Main St., Suite 905

Sarasota, FL 34236



[813.527.3906](tel:813.527.3906) (Tampa)



941.366.8826 (Sarasota)



813.286.7683



smezer@beckerlawyers.com



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From: Michelle Hinden <mhinden@nishadkhanlaw.com>
Sent: Tuesday, May 12, 2026 11:01 AM
To: Stephens, Hilary <HStephens@floridabar.org>; Erin Farrington Finlen <erin@estatelaw.com>
Cc: Mezer, Steven <smezer@beckerlawyers.com>
Subject: RE: Annual Contracts for Actionline Editing and Layout Design

Thank you for the reminder, Hilary, we appreciate it!

I will discuss with Erin, but we are both really happy with all of their hard work, so we will likely request that the contracts be renewed.

We will speak and will let Steve know.

Kindest regards,

NISHAD KHAN P.L.

REAL ESTATE AND BUSINESS LAW

Michelle Hinden

Senior Partner

Board Certified Real Estate Attorney

☎: [407-228-9711](tel:407-228-9711)

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From: Stephens, Hilary <HStephens@floridabar.org>

Sent: Tuesday, May 12, 2026 10:10 AM

To: Michelle Hinden <mhinden@nishadkhanlaw.com>; Erin Farrington Finlen <erin@estatelaw.com>

Cc: Steven H Mezer <smezer@beckerlawyers.com>

Subject: Annual Contracts for Actionline Editing and Layout Design

Good morning Actionline team,

The contracts for Paisley Design and Laurie Rowland will be expiring on June 30, 2026. If you intend to continue using their services, we should begin the renewal process now. I've cc'd Steve Mezer, incoming Chair-Elect and General Standing Division Director for assistance in this process.

Let me know if you have any questions!

Thanks,
Hilary

Hilary Stephens

Program Administrator

Real Property, Probate and Trust Law Section of The Florida Bar
Professional Development
651 East Jefferson Street
Tallahassee, Florida 32399-2300

P 850-561-5626

hstephens@floridabar.org

<http://www.floridabar.org>

For updates on other RPPTL Section Activities, visit www.RPPTL.org

Please note: Florida has very broad public records laws. Many written communications to or from The Florida Bar regarding Bar business may be considered public records, which must be made available to anyone upon request. Your e-mail communications may therefore be subject to public disclosure.

Laurie Rowland/Publications Coordinator:

The ActionLine Publications Committee for the Real Property Probate Trust Law (RPPTL) Section would like to request permission to forgo the competitive pricing from other vendors and to continue working with Laurie Rowland because of the exceptional value, consistency, and support she provides to our Committee throughout the publication process.

Laurie is an integral part of our workflow and consistently goes above and beyond in every aspect of her role. She participates in weekly zoom calls with the Co-Chairs to provide detailed updates on progress, discuss ongoing matters, and assist in making decisions regarding any questions or issues that arise. Her involvement and preparation during these zoom meetings are invaluable to keeping the publication on track.

She is extremely hardworking, responsive, and dependable. Whenever we need assistance, Laurie responds promptly and thoroughly, making herself readily available to address concerns or provide updates. She does an outstanding job tracking the status of pending articles and communicating directly with authors regarding follow-up requests and outstanding items. Her organization and attention to detail ensure that nothing falls through the cracks.

Laurie is also excellent at assigning articles to the appropriate editors and consistently following up to ensure deadlines are met. She proactively follows up with Co-Vice Chairs regarding their assigned responsibilities and keeps all members of the Committee accountable and informed. In addition, she regularly reaches out for clarification whenever necessary to ensure that all requests are handled accurately and efficiently.

Her coordination with Laura from Paisley Design regarding layout preparation is seamless, and once drafts are completed, Laurie ensures they are promptly distributed to the Co-Chairs for final editing review and markup. She is incredibly effective at keeping everyone on schedule through timely reminders and consistent communication.

Beyond her professionalism and work ethic, Laurie is an absolute pleasure to work with. Her positive attitude, responsiveness, and collaborative approach make our jobs far more pleasant. The continuity and efficiency she brings to the Committee are invaluable, and we strongly believe that maintaining our relationship with Laurie is in the best interest of the publication and the Section as a whole.

If you have any questions or if you would like to discuss Laurie's qualifications further, please do not hesitate to let us know.

Michelle Gomez Hinden and Erin Farrington Finlen
Co-Chairs Publications Committee - ActionLine

This agreement is made and entered into, as of July 1, 2026, by Laurie Rowland (“Rowland”) and the Real Property, Probate and Trust Law Section (“Section”) of The Florida Bar (“Client”).

The Publication

ActionLine - The Section’s quarterly magazine that is written and edited by and for lawyers with an editorial staff consisting primarily of the section’s lawyers.

Rowland agrees to provide the following services:

Scope of Work

Publication Manager

The Publication Manager (PM) processes incoming articles from the submission stage through layout to publication. The PM processes through three levels of editing by staff members and the contracted Copyeditor: (1) a deep, content level edit, (2) a light layout proof by various editorial staff, and (3) a final cover-to-cover review of layout copy by the Co-Editors-In -Chief and the Copyeditor. There should be regular communication via email or phone, if needed, to staff editors, and if an edit is late, the PM is responsible for reaching out to staff to see what help can be offered or what issues may exist that may delay the publication process. The Co-Editors-In-Chief should be informed of any issues or delays.

The PM processes articles and assigns them to be edited by staff editors, communicates with staff members, and records tracking information on the progress chart, updating it on a regular basis as needed. The PM shares the updated progress chart with Co-Editors-In-Chief on a regular basis. Additionally, the PM communicates with the Copyeditor and layout contractor in the final editing stages, ushering the magazine to final publication. The PM distributes the final layout copy to the Co-Editors-In-Chief and the Copyeditor for final cover-to-cover review and returns edits to layout for final corrections.

The PM is responsible for creating a master schedule on a yearly basis to be shared with the Co-Editors-In-Chief, Copyeditor, and layout contractor.

Timeframe

ActionLine is quarterly publication and workload will be dictated by the deadlines for submission of articles by authors listed below.

<u>Issue</u>	<u>Deadline</u>
Spring Issue	January 31 st
Summer Issue	April 30 th
Fall Issue	July 31 st
Winter Issue	October 31 st

The deadlines for publishing the electronic version of ActionLine is listed below:

<u>Issue</u>	<u>Deadline</u>
Spring Issue	March 15 th
Summer Issue	June 15 th
Fall Issue	September 15 th
Winter Issue	December 15 th

Fee Schedule

An agreed upon rate of \$65/hour for Laurie Rowland with an estimated time required of 20 hours/week. If time exceeds 20 hours/week, notice will be given by Rowland to Hilary Stephens and the Co-Editors-In-Chief.

Independent Contractor Provision

Rowland shall be and at all times act as an independent contractor with respect to Client and agrees to comply with all applicable state and federal tax and other laws imposed upon Rowland as a result of Rowland's status as an independent contractor, specifically including without limitation, Rowland acknowledges that Rowland shall be responsible for the payment of federal income, Social Security, Medicare or other taxes and withholdings. This Agreement shall not be deemed to create any agency, employment, partnership or joint venture relationship between Client and Rowland. Neither party shall have the power or authority to bind, commit or obligate the other in any manner whatsoever without the other's prior written consent. No representation of either party shall be binding upon the other party without the other party's prior written consent.

Termination for Cause

Client shall be entitled to terminate for cause for failure to satisfactorily perform the items listed in the Scope of Work above or missing the deadlines for publishing the electronic version of ActionLine.

Client shall give seven (7) days' written notice of the deficiencies in performance and an opportunity to cure the items listed in such written notice. If Rowland fails to cure the noticed deficiencies to Client's sole satisfaction, Client shall then provide a seven (7) days' written notice of termination.

Termination for Convenience

Client has the right to terminate this contract for convenience and without cause. In such event, Client shall provide a seven (7) days' written notice of termination. In the event of a termination for convenience, Rowland shall only be entitled to \$1,300.00 (twenty (20) hours of pay at \$65 per hour) and nothing more.

Work Product

At any time, or in the event of Termination, Client may request in writing that Rowland provide copies of all publication material, including but not limited to, submitted articles, articles at any stage of editorial review or finalized articles ready for publication, documents identifying the status of review of articles, written procedures related to the publication, sponsor information, correspondence related to the publication process and any other material that is published in Client's quarterly magazine (collectively, "Requested Documents"). Rowland agrees to make the Requested Documents available to Client within seven (7) business days of the receipt of a written request. Failure by Rowland to produce the Requested Documents shall constitute a material breach of this Agreement. Additionally, Rowland agrees to maintain complete copies of work product on a cloud-based storage system that is accessible to and controlled by Client. Client will provide the cloud-based storage to Rowland.

Non-Assignment

This is a personal services agreement and is not assignable without the prior written consent of Client.

Term of Agreement

The term of this Agreement is one (1) year from the date listed above.

The Florida Bar Standard Contract Terms and Conditions

The Florida Bar Standard Contract Terms and Conditions, a copy of which are attached hereto as Exhibit A, are incorporated herein by reference and are fully a part of this Agreement.

THE FLORIDA BAR

 06/24/2026
By: Leroy Smith
Its: Director of Professional Development, TFB



LAURIE ROWLAND



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

(850) 561-5600
www.FLORIDABAR.org

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 and Acquisition.

- A. Neither party may assign a contract or agreement, or any of its rights or obligations, without the other party's express written consent, except that either party may assign a contract or agreement to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets.

- B. No assignment becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in a contract or agreement.
 - C. Upon the effective date of any assignment or acquisition permitted by a contract or agreement, the assigning/selling party will provide to The Florida Bar a fully executed copy of the assignment/acquisition document, which will include, at minimum, a clear identification of the rights and obligations being assigned, the identity of the assignee/buyer, and the effective date of the assignment/acquisition. If such documents are not timely provided, The Florida Bar will have the right to terminate as provided for in the contract or agreement.
- 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. **Copyright**
- A. Each party will retain ownership of its copyrightable materials, trademarks, patented or patentable inventions, processes, and templates, and nothing in this Agreement will be construed as making the parties joint authors.
 - B. The Service Provider agrees that any final tangible work products delivered to the Client under this Agreement will be "works made for hire," if they qualify under the copyright laws of the United States. If for any reason such products are determined at any time not to be "works made for hire," the Service Provider irrevocably transfers and assigns to the Client all right, title, and interest therein, including all copyrights.
 - C. If the contract with a Service Provider includes items like "props", e.g., a photo booth vendor agrees to provide prop signs with logos, The Florida Bar will have the right to review all props prior to executing such contracts. The Service Provider may not provide any items that contain any logos or

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language that may infringe on third-party copyrights, or that The Florida Bar determines are inappropriate for bar events.

VI. **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.

- VII. **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.

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VIII. **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.

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- 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.

- IX. **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.

X. **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.

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- XI. **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.
- XII. **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.
- XIII. **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.
- XIV. **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.
- XV. **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.

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- XVI. **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.
- XVII. **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.
- XVIII. **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.
- XIX. **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

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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.

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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.
- XX. **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.
- XXI. **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.
- XXII. **Termination & Remedies**
- A. **For Cause**. TFB reserves the right to immediately terminate the Agreement by providing written notice to the Contractor if TFB determines any of the following have occurred:
 1. The Contractor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or Agreement, which representation is materially false, deceptive, incorrect, or incomplete;
 2. The Contractor fails to perform to TFB’s satisfaction any material requirement of the Agreement or defaults in performance of the Agreement;
 3. The performance of the Agreement is substantially endangered by the action or inaction of the Contractor; or

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4. The Contractor or its assets are acquired by or combined with another company during the Agreement period.

The Contractor retains the ultimate responsibility to ensure and guarantee the quality of work to be provided under this Agreement and for performing and completing the services specified to the satisfaction of TFB.

Consequently, TFB reserves the right in its sole discretion to terminate the Agreement if it determines that the actions or inactions of the Contractor's employees have posed a threat to the security and integrity of TFB. If such an event occurs, TFB may terminate the Agreement immediately by telephonic notification followed by written notice. If the Agreement is terminated for cause by TFB, TFB will be obligated only for the services performed prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

- B. For Convenience. TFB may terminate this Agreement in whole or in part by giving the Contractor written notice at least 30 days before the effective date of the termination. Upon receipt of notice of termination from TFB, the Contractor will only provide those services specially approved or directed by TFB. All other rights and duties of the parties under this Agreement will continue during such notice period, TFB will be responsible to the Contractor for the payment of any obligations incurred by the Contractor with approval of TFB.

Upon termination of this Agreement, the Contractor will not be entitled to any fee nor to expenses for any work commenced or expensed after the notice of termination was received by the Contractor, unless specifically approved or requested by TFB. However, the Contractor will be entitled to payment for services commenced and approved by TFB prior to the receipt of notice or with the express written consent of TFB.

The Contractor will take such action as may be necessary, or as the Executive Director of TFB may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which TFB has or may have acquired an interest.

- C. Remedies. In any action brought to enforce the terms of the Agreement or for a breach, the prevailing party, in addition to and exclusive of any other right, claim, remedy or relief, will be entitled to recover its reasonable fees and costs, including reasonable attorney fees and costs incurred.

- XXIII. Venue. The Agreement is governed by the laws of the State of Florida and the intellectual property laws of the United States of America, irrespective of choice of law rules. Any action, suit, or other proceeding arising out of or related to the Agreement will be instituted in the United States District Court for the district encompassing Leon County, Florida, or the circuit or county court of the State of Florida in the circuit encompassing Leon County, Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

XXIV. **Waiver**. The failure of either party to the Agreement to object to or take affirmative action with respect to any conduct of the other that is in violation of the terms of the Agreement will not be construed as a waiver of the violation or breach, or of any future violations or breach.

XXV. **Warranties**

- A. **Authority**. Each person signing the Agreement represents that he/she is duly authorized to do so and to bind the respective party to the Agreement.
- B. **Ability to Perform**. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy its Agreement obligations. The Contractor will immediately notify TFB in writing if its ability to perform is compromised in any manner during the term of the Agreement.

LR

Laurie Rowland - Proofread and Edit RPPTL Quarterly Actionline Newsletter Articles for Layout Contract - \$45000

Final Audit Report

2026-06-25

Created:	2026-06-25
By:	Cynthia Jackson (CJackson@floridabar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzmS973AHIAcZbWcOgSQ0BBK9S6iLXVPo

"Laurie Rowland - Proofread and Edit RPPTL Quarterly Actionline Newsletter Articles for Layout Contract - \$45000" History

-  Document created by Cynthia Jackson (CJackson@floridabar.org)
2026-06-25 - 3:32:41 PM GMT
-  Document emailed to jdoyle@floridabar.org for signature
2026-06-25 - 3:33:14 PM GMT
-  Email viewed by jdoyle@floridabar.org
2026-06-25 - 3:39:59 PM GMT
-  Signer jdoyle@floridabar.org entered name at signing as Josh Doyle
2026-06-25 - 3:40:21 PM GMT
-  Document e-signed by Josh Doyle (jdoyle@floridabar.org)
Signature Date: 2026-06-25 - 3:40:23 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-06-25 - 3:40:23 PM GMT



Laura Pichard-Murphy
4515 Maylor Road
Tallahassee, FL 32308
850.566.2671
paisleydesign@gmail.com

Date: July 7, 2026

Quote for layout/design the RPPTL ActionLine Magazine from July 1, 2026 through June 30, 2027

The following are specifications and pricing for design/layout services of the ActionLine magazine, a quarterly publication of the RPPTL Section of the Florida Bar by graphic designer Laura Pichard-Murphy, dba Paisley Design:

Per page rate of \$75/page: Layout & design; revisions; and, finalizing for electronic distribution/print distribution runs for 5 of the 8 week production timeline. Each issue of *ActionLine* varies in total number of pages depending on the number and length of articles submitted to the editor(s), as well as the total number of paid and in-house ads.

Upon completion of initial design/layout, editorial staff make a minimum of 3 rounds of edits before final proofing. If content pages are deleted at this stage of production, invoice will reflect the total number of initial pages in publication. If content pages are added at this stage of production, invoice will reflect total number of final pages.

Stock images: Photographs and/or illustrations maybe be acquired for inclusion with an article or to enhance the publication. Images will be approved by editor(s) prior to purchase and billed at cost. Stock images range in price from \$30-\$40 depending on source.

Electronic distribution: *ActionLine* is prepared for electronic distributions with a bookmarked Table of Contents and hyper-linked URLs.

Print distribution: Once the electronic version of *ActionLine* is finalized, the files and graphics are converted to CMYK and preflighted for press production. Press files are provided to **Hilary Stephens or Jeremy Citron** or to a selected printer per **Hilary Stephens or Jeremy Citron**.

I agree to the The Florida Bar Standard Contract Terms and Conditions , an exhibit included in the following pages.

 7/7/26

Laura Pichard-Murphy
Graphic Designer, Paisley Design

Terry Hill
Division Director, The Florida Bar



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

(850) 561-5600
www.FLORIDABAR.org

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 and Acquisition.

- A. Neither party may assign a contract or agreement, or any of its rights or obligations, without the other party's express written consent, except that either party may assign a contract or agreement to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets.

- B. No assignment becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in a contract or agreement.
 - C. Upon the effective date of any assignment or acquisition permitted by a contract or agreement, the assigning/selling party will provide to The Florida Bar a fully executed copy of the assignment/acquisition document, which will include, at minimum, a clear identification of the rights and obligations being assigned, the identity of the assignee/buyer, and the effective date of the assignment/acquisition. If such documents are not timely provided, The Florida Bar will have the right to terminate as provided for in the contract or agreement.
- 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. **Copyright**
- A. Each party will retain ownership of its copyrightable materials, trademarks, patented or patentable inventions, processes, and templates, and nothing in this Agreement will be construed as making the parties joint authors.
 - B. The Service Provider agrees that any final tangible work products delivered to the Client under this Agreement will be "works made for hire," if they qualify under the copyright laws of the United States. If for any reason such products are determined at any time not to be "works made for hire," the Service Provider irrevocably transfers and assigns to the Client all right, title, and interest therein, including all copyrights.
 - C. If the contract with a Service Provider includes items like "props", e.g., a photo booth vendor agrees to provide prop signs with logos, The Florida Bar will have the right to review all props prior to executing such contracts. The Service Provider may not provide any items that contain any logos or

language that may infringe on third-party copyrights, or that The Florida Bar determines are inappropriate for bar events.

VI. **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.

- VII. **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.

VIII. **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.

- IX. **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.

X. **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.

- XI. **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.
- XII. **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.
- XIII. **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.
- XIV. **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.
- XV. **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.

- XVI. **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.
- XVII. **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.
- XVIII. **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.
- XIX. **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.
- XX. **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.
- XXI. **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.
- XXII. **Termination & Remedies**
- A. **For Cause**. TFB reserves the right to immediately terminate the Agreement by providing written notice to the Contractor if TFB determines any of the following have occurred:
 1. The Contractor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or Agreement, which representation is materially false, deceptive, incorrect, or incomplete;
 2. The Contractor fails to perform to TFB’s satisfaction any material requirement of the Agreement or defaults in performance of the Agreement;
 3. The performance of the Agreement is substantially endangered by the action or inaction of the Contractor; or

4. The Contractor or its assets are acquired by or combined with another company during the Agreement period.

The Contractor retains the ultimate responsibility to ensure and guarantee the quality of work to be provided under this Agreement and for performing and completing the services specified to the satisfaction of TFB.

Consequently, TFB reserves the right in its sole discretion to terminate the Agreement if it determines that the actions or inactions of the Contractor's employees have posed a threat to the security and integrity of TFB. If such an event occurs, TFB may terminate the Agreement immediately by telephonic notification followed by written notice. If the Agreement is terminated for cause by TFB, TFB will be obligated only for the services performed prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

- B. For Convenience. TFB may terminate this Agreement in whole or in part by giving the Contractor written notice at least 30 days before the effective date of the termination. Upon receipt of notice of termination from TFB, the Contractor will only provide those services specially approved or directed by TFB. All other rights and duties of the parties under this Agreement will continue during such notice period, TFB will be responsible to the Contractor for the payment of any obligations incurred by the Contractor with approval of TFB.

Upon termination of this Agreement, the Contractor will not be entitled to any fee nor to expenses for any work commenced or expensed after the notice of termination was received by the Contractor, unless specifically approved or requested by TFB. However, the Contractor will be entitled to payment for services commenced and approved by TFB prior to the receipt of notice or with the express written consent of TFB.

The Contractor will take such action as may be necessary, or as the Executive Director of TFB may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which TFB has or may have acquired an interest.

- C. Remedies. In any action brought to enforce the terms of the Agreement or for a breach, the prevailing party, in addition to and exclusive of any other right, claim, remedy or relief, will be entitled to recover its reasonable fees and costs, including reasonable attorney fees and costs incurred.

- XXIII. Venue. The Agreement is governed by the laws of the State of Florida and the intellectual property laws of the United States of America, irrespective of choice of law rules. Any action, suit, or other proceeding arising out of or related to the Agreement will be instituted in the United States District Court for the district encompassing Leon County, Florida, or the circuit or county court of the State of Florida in the circuit encompassing Leon County, Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

XXIV. **Waiver**. The failure of either party to the Agreement to object to or take affirmative action with respect to any conduct of the other that is in violation of the terms of the Agreement will not be construed as a waiver of the violation or breach, or of any future violations or breach.

XXV. **Warranties**

- A. **Authority**. Each person signing the Agreement represents that he/she is duly authorized to do so and to bind the respective party to the Agreement.
- B. **Ability to Perform**. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy its Agreement obligations. The Contractor will immediately notify TFB in writing if its ability to perform is compromised in any manner during the term of the Agreement.

July 1, 2026

Ms. Tracey Eller
Email: tceller@gmail.com
Phone: 561.723-4202

RE: One Year Extension Regarding the Website/Social Media Accounts of the Real Property, Probate and Trust Law Section of The Florida Bar (www.RPPTL.org)

Dear Tracey:

The purpose of this letter is to confirm the terms on which you will continue to act as the web administrator for the Real Property, Probate and Trust Law Section of The Florida Bar ("**us**" or "**Customer**") for an additional one year beginning July 1, 2026, on an as needed basis. The Florida Bar's Standard Contract Terms & Conditions attached as Exhibit A shall apply and are incorporated herein by reference. You will also comply with the Florida Bar's 4/27/22 Social Media Policy, attached as Exhibit B, as it may be updated from time to time.

A "Scope of Work" to be conducted on a monthly basis is attached. From time to time, we may change the "Scope of Work", with notice to you and input from you. We have budgeted a monthly expense of 42 hours of your time, excluding any in-person attendance at RPPTL Executive Council or Committee meetings. Please do not exceed this amount per month without prior written approval of the Section Administrator and Hardy Roberts, or such other persons as we may later designate.

Your hourly fee for work performed for us will be \$80. In addition, you may be asked to assist with social media posts that we anticipate will originate from the RPPTL officers, Committee Chairs or their designated representatives, Administrator, or Assistant Program Admininstrator which you will **consider** and post on the Customer's behalf to its social media accounts and based on Customer's suggestions. Should you be asked to attend RPPTL Executive Council or Committee meetings in-person, the following fees will occur:

Executive Council and Committee Meetings/Thursdays (9-11 hours): flat fee of \$800

Executive Council and Committee Meetings/Fridays (5-7 hours): flat fee of \$480

Travel time to/from Executive Council and Committee Meetings: \$80 per hour

You will send an invoice each month to The Florida Bar for payment in accordance with their guidelines, together with a copy to the Chair of the Information Technology Committee (currently Hardy Roberts) and the Section Administrator. Payment terms for an invoice are net 30 days. All fees invoiced include, and you shall pay, all sales, use, excise and other taxes which may be levied upon either you or the Real Property, Probate and Trust Law Section, except for taxes based on Customer's net income.

In addition, Customer will reimburse you for all reasonable out-of-pocket expenses which have been approved in advance by Customer and which are incurred by you in the performance of services hereunder, including but not limited to travel and lodging expenses.

As between you and Customer, the Domain Name or URL address, any Content given to you by Customer or on behalf of Customer (from a user of the Website or otherwise) under this Agreement or otherwise, and all User Content, shall at all times remain the property of Customer or its licensor. You shall have no rights in such Domain Name or URL address, Content or User Content, other than the limited right to use such Domain Name or URL address, Content or User Content for the purposes expressly set forth in this Agreement.

If you employ any other persons, independent contractors or subcontractor contractors to work under your direction, you shall cause each individual or company employed by you in connection with the Website to execute a contract regarding confidentiality and assignment of rights prior to each such individual or company's commencement of services thereunder. Such contracts shall: (a) include a full assignment of all rights to Customer and an obligation to execute future assignments and other documents as reasonably requested by Customer, (b) include a waiver of any moral or similar rights, (c) be freely assignable, and (d) contain restrictions on use and disclosure. You further warrant that, with respect to any subcontractors which you employs, (a) you shall obtain the written consent of Customer, (b) you shall be responsible for the direction and coordination of the services of such subcontractors, and (c) Customer shall have no obligation to pay such subcontractor(s).

This Agreement will be governed and construed in accordance with the laws of the State of Florida without giving effect to principles of conflict of laws.

This Agreement and your rights, duties and obligations hereunder are personal to you and you may not assign such rights, delegate such duties or subcontract any rights without Customer's prior written consent in Customer's sole discretion.

If this Agreement accurately sets forth the terms of the relationship between you and the Customer, please sign the acknowledgement and agreement below. Please note however that this Agreement is not binding on the Customer until it has been approved by The Florida Bar.

Sincerely yours,

/s/ Hardy Roberts

Hardy Roberts, as
Chair, Information Technology Committee, Real Property,
Probate and Trust Law Section of The Florida Bar

ACKNOWLEDGED AND AGREED:

By signing below, I, Tracey Eller, hereby agree to the terms and conditions set forth above.

Tracey Eller

ACCEPTED:

On behalf of the Florida Bar

By: _____

(signature)

(printed name and title)

Dated: _____

Scope of Work

Work with RPPTL Section members and the RPPTL Developer as may be requested by the Customer or its Administrator to help RPPTL members, RPPTL Committee Chairs and their website designates log-in and utilize the RPPTL Website and Committee pages.

Working with our Developer as may be requested by the Customer or its Administrator in determining what changes are needed to RPPTL's website and website security.

Maintain website content, including updating the front page of the RPPTL website's Events Calendar (with emphasis on CLE postings), committee pages and News section. Update leadership annually.

Work on preparing and maintaining the Meetings App both prior to and during RPPTL Executive Council and Committee meetings as may be requested by the Customer or its Administrator.

Meeting preparation assistance as requested.

Coordination of technology at RPPTL Executive Council and Committee meetings as may be requested by the Customer or its Administrator.

Assist the RPPTL Section in effectively communicating the section's activities and CLE programs as may be requested by the Customer or its Administrator.

Assist in photographing RPPTL Section events as may be requested by the Customer or its Administrator and assist in postings to the RPPTL Website and social pages.

Assist with meeting and program brochure development and design as may be requested; work with Section Administrator for additional brochure edits that may be needed.

Assist with development and design of RPPTL Section newsletter as may be requested by the RPPTL Communications Committee or the Section Administrator.

Website Development Proposal For: Florida Bar Real Property, Probate and Trust Law Section

Prepared for:	Florida Bar Real Property, Probate and Trust Law Section Attn: Hardy L Roberts III Carey O'Malley Whitaker Mueller 712 S Oregon Ave Tampa, FL 33606-2516 hroberts@careyomalley.com
Prepared by:	David J. Berkowitz, Esq. NetProfession
Proposal ID:	181869
Date:	5/21/2026

NETPROFESSION™

NetProfession, Inc.
1500 Gateway Blvd.
Suite 220
Boynton Beach, Florida 33426
Phone: 954-922-7788
<http://www.netprofession.com>

Background and Philosophy of NetProfession, Inc.

NetProfession, Inc. has provided Internet services for over twenty-seven (27) years. Our team has over forty-five years of experience in website design, internet marketing, and hosting. We have experience with Bar Association websites since 1997, including but not limited to the following: Broward County Bar Association (1997), Broward Association of Criminal Defense Lawyers, Broward County Chapter Of The Federal Bar Association, Miami-Dade Bar Association South Palm Beach County Bar Association, American Board of Trial Advocates Fort Lauderdale, Asian Pacific American Bar Association of South Florida (APABA), and the Florida Bar Business Law Section.

For your project, NetProfession will provide a full-time project manager and a senior designer, along with a staff of 3 full-time employees and over 12 virtual employees, to manage all aspects of your project. Our Project Management Process includes unlimited updates during the design phase, plus phone and email updates at any time. Currently, we maintain over 350 websites, and our ability to implement this project is based on our experience and recommendations from peers and customers. Below are the people who will be working on your project.

David J. Berkowitz, a member of the Florida Bar since 1997, founded [NetProfession](http://NetProfession.com), Inc., a full-service networking and Internet service provider catering exclusively to the professional community. He has over 30 years of experience in operating, consulting, and counseling on Internet-related services. David is proficient in [Novell](http://Novell.com) and has certifications from [CompTIA](http://CompTIA.com) (A+ and Network+), a [Microsoft](http://Microsoft.com) Certified Professional, and a [Google](http://Google.com) Certified Adwords Professional.

William Zeitler has over 25 years of computer programming and engineering experience, including previous engagements at [Microsoft](http://Microsoft.com), [IBM](http://IBM.com), [Boeing](http://Boeing.com), and [Weyerhaeuser](http://Weyerhaeuser.com).

Abe Bash has worked with NetProfession, Inc. for fourteen (14) years, specializing in design, client systems, and marketing.

Leon Cortez, a former United States Marine, is our custom designer and creative thinker. Leon has worked with many of South Florida's top advertising and design agencies over the last 20 years. He has extensive knowledge of layout, design, and pre-press experience.

Below is a sampling of five websites NetProfession has produced that best reflect our work and a brief of the role we played in each project.



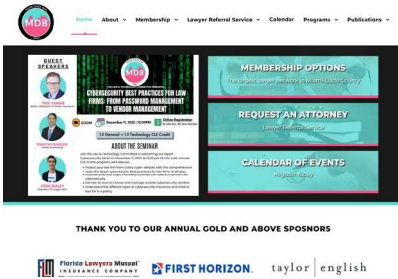
Broward County Bar Association - <http://www.browardbar.org>

NetProfession completed all aspects of the project, including a total redesign of the website and sub-websites (job Board, lawyer referral, and bench & bar conference), integration of the membership system for over 8,000 members, and up-to-date changes and maintenance of the website, including a member of the week and functionality updates for sections and committees. Added a CLE video payment and deliverable section to the website



Florida Bar Business Law Section - <https://flabizlaw.org/>

NetProfession completed all aspects of this project, including a total redesign of the website, ADA compliance, Import of all publications, Membership Directory, and members-only Section.



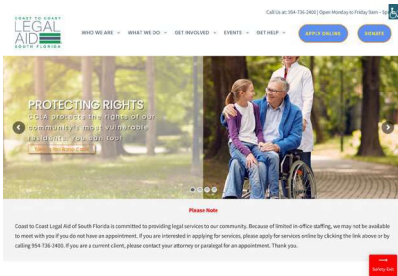
Miami-Dade Bar - <https://www.miamidadebar.org/>

NetProfession completed all aspects of the project, including redesigning the website, adding a membership directory, events calendar, job board, and CLE video shopping cart, while providing up-to-date changes and maintenance, and adding a



Middle District Bankruptcy Pro Se Clinic – <https://bankruptcyproseclinic.com>

NetProfession completed all aspects of this project, including a full website redesign, a custom pro-se system that allows attorneys to set available hours, pro-se clients to pick the time slot, both parties can upload documents, and the attorneys can make notes of the meeting.



Coast To Coast Legal Aid Society - <http://www.coasttocoastlegalaids.org>

NetProfession completed all aspects of this project, including website redesign. Custom icons and buttons for every page of the site, event management system integration, and ADA Compliance.



Pozo Goldstein, LLP - <https://pozogoldstein.com>

NetProfession completed all aspects of this project, including full website redesign, weekly blog posts, and all content updates to the website. Further, due to the search engine optimization work of NetProfession, Pozo Goldstein is ranked number one for "Miami Immigration Lawyer," and over fifteen keywords are ranked in the top three positions in Google.

Below is a list of some additional clients serviced by NetProfession.

- Broward County Chapter of the Federal Bar Association
<https://www.fbabroward.org/>
- South Palm Beach Bar Association
<https://www.bankruptcyproseclinic.com/>
- South Broward Bar Association
<https://www.southbrowardbar.org>
- Judge Diane Ward Attorney At Law
<https://www.dianewardlaw.com/>
- Asian Pacific American Bar Association of South Florida (APABA)
<https://www.apabasfla.org/>
- South Palm Beach FAWL
<http://www.spbcfawl.org/>

Testimonials are available at Google, and some are below

I have been using NetProfession for the past several months for my e-mail marketing. On every request, they have acted promptly, professionally, and done a fantastic job following all instructions and recommendations. The cost has been unbelievably fair, especially considering the service NetProfession has provided. The owners and staff give personal attention and are so easy to contact. I have only the best things to say about NetProfession. Thanks so much for your hard work!

Broward Circuit Court Judge Susan Alspecter

The team at NetProfession is incredibly responsive, creative, and professional. From my original meeting to the launch of the new website, they communicated every step of the way and immediately made any edits I asked. The new site is everything I wanted and more! I couldn't be happier.

Broward Days

I have worked with David and NetProfession for five years. Since 1997 NetProfession has designed, hosted, and updated our website presence. Recently we worked closely to develop a new membership solution for our organization. The solution integrates perfectly into our website and is very user-friendly and easy to use for staff. NetProfession has also provided flawless Microsoft Exchange services for our team. Lastly, the turnaround time for maintenance requests is always beyond our expectations. We would recommend them for web solutions, both large and small.

Broward County Bar Association

Project Overview

Listserv migration from Mailman 2 to Mailman 3 and the Listserv dedicated server setup and maintenance. Website redesign, update, and hosting of the Florida Real Property, Probate and Trust Law Section Website and Internet presence, providing the members of the section a resource of information in a manner that is easy to navigate, with attention to less clutter and focusing on the common interests of the section members practicing real property, probate and trust law and others interested in the offerings of the Section. Attention to the Admin Section's ability to easily maintain, update, and add new pages to the website.

Listserv Services

Set up a new server, migrate from Mailman 2 to Mailman 3 for lists.flabarrpptl.org, import approximately 141 lists, members, and archives

REQUIREMENTS: SSH access and SFTP, and either sudo or root access to retrieve the .mbox files. It will be easier to get an accurate CSV of the list members by running the Mailman 2 'list_members' command from the CLI (command line interface), then retrieving the file it generates.

Monthly hosting fees: EMWD/Harmony Lists VPS listserv server dedicated Mailman 3 server (monthly fee \$250.00) (fees may vary based on usage, storage)

Website Services:

1. Review the existing site structure and software for speed, efficiency, and functionality. (The site is currently running on FIRST STEP INTERNET, LLC. However, our dedicated servers will provide faster response times via Google network. In addition, we provide cache and CDN services on the WP-Engine Hosting Platform.
2. Design a new website for the Florida Bar Real Property, Probate and Trust Law Section in WordPress. (Set up a production environment available for preview by the committee during development)
3. Import and organize pages and posts to the existing website <https://rpptl.org/>

We have reviewed the Website, and below is a list of the pages for organization and update:

HOME

ABOUT US

About Us
ActionLine (Member Area to Upload the ActionLine for members)
Join RPPTL
Certification
Fellows
For Law Students
Legislative Positions (Discuss the implementation of this system in the member-only area)

EXECUTIVE COUNCIL

Leadership
Upcoming Meeting Info
Awards & Recognition
In Memoriam
Budget
Past Agendas

SPONSORS

Our Sponsors (Page redesign and better navigation)
Become a Sponsor (Online Form For Sponsorships if desired, Example <https://southpalmbeachbar.org/spbcba-sponsorship-opportunities/#join>)

COMMITTEES – set up committee pages (integration with MembershipWorks – Member Directory)

Ad Hoc Artificial Reproductive Technology (ART)
Ad Hoc Bylaws
Ad Hoc Civil Rules Revisions
Ad Hoc Committee on Electronic Wills
Ad Hoc Committee on Revocable Transfer on Death Deeds
Ad Hoc Guardianship Law Revision Committee
Ad Hoc Hayslip
Ad Hoc Study Committee on Professional Fiduciary Licensing
Ad Hoc TODI (Transfer on Death Instrument)
Advanced Real Estate Law and Certification Review Course
Amicus Coordination
Asset Protection Committee
At Large Members
Attorney Banker Conference
Attorney/Trust Officer Liaison Conference
Charitable Planning and Exempt Organizations
CLE Coordination
Commercial Real Estate Committee
Communications
Condominium & Planned Development Committee
Condominium and Planned Development Law
Certification Review
Construction Law
Construction Law Certification Review Course
Construction Law Institute
Convention Coordination

Development and Land Use Committee
Disaster and Emergency Preparedness and Response
Elective Share Review Committee
Estate & Trust Tax Planning
Executive Committee
Executive Council
Fellows
Guardianship, Power of Attorney & Advance Directives
Historian Committee
Homestead Issues Study
Information Technology Insurance and Surety
IRA, Insurance & Employee Benefits
Law School Outreach
Legislation
Legislative Case Law Update
Legislative Update
Liaison to Elder Law Section
Liaison to Tax Section
Liaison with FLTA
Liaison with: American Bar Association (ABA)
Liaison with: Business Law Section
Liaison with: Clerks of Circuit Court
Liaison with: FLEA / FLSSI
Liaison with: Florida Bankers Association
Liaison with: Judiciary
Liaison with: Out of State Members
Liaison with: TFB Board of Governors
Liaison with: TFB CLE Committee
Liaison with: TFB Council of Sections
Liaison with: TFB Pro Bono Committee
Liaisons with ACTEC
Long-Range Planning
Meetings Planning
Membership
Model and Uniform Acts
Principal and Income Committee
Probate & Trust Litigation
Probate & Trust Problems Study Committee
Probate Law & Procedure
Professionalism and Ethics
Publications (ActionLine)
Publications (Florida Bar Journal)
Real Estate Leasing
Real Estate Structures and Taxation
Real Property Finance & Lending
Real Property Litigation
Real Property Problems Study
Residential Real Estate & Industry Liaison (RREIL) Committee
Sponsor Coordination
Strategic Planning
Strategic Planning Implementation
Title Insurance & Title Insurance Industry Liaison
Title Issues & Standards
Trust Law
Wills, Trusts & Estates Certification Review Course

MEDIA

Videos (better YouTube integration)
Podcast

CLE EVENTS

Upcoming CLE (integration of a calendar - <https://www.browardbar.org/calendar/#!calendar/r>)
Recent CLE (fix or remove Order DVD – CD)

MORE

Find a Lawyer
Member Only Area

4. Site compatibility tested with popular IE/Edge, Chrome, Safari, Duck Duck Go, and Firefox versions.
5. The website will be responsive or visible on tablets and mobile devices.
6. Set up the MembershipWorks system, adding a functional calendar, event management, member-only section, directory, and sync with the Florida Bar system (we recommend the MembershipWorks plugin, which provides the calendar component for free. Examples of the calendars are <https://www.miamidadebar.org/calendar/#!calendar> and <https://southpalmbeachbar.org/events/#!calendar>
7. In addition, Netprofession will specifically provide the following design considerations.
 - a. Reconsider the “drill down with these links” drop-down menu toward the right of the main page.
 - b. More prominently feature the CLE offerings and Calendar
8. We can provide programming such as ALT tags and other ADA standard compliance tools using the <https://wave.webaim.org/> tools. However, Netprofession does not guarantee compliance without the purchase of the Accessibe plugin <https://accessibe.com/integrations/wordpress> (\$499.00 per year)
9. Review and implementation of the Google Search Console, Google Analytics, and Social Media. (Site Indexes is hindered by <https://www.google.com/search?q=disadvantages+of+pages+without+permalink+database+query> (setting up redirects)
10. Revamp the Section Committee Pages, Providing Access for Committee Chairpersons to maintain the committee and section pages with minutes, schedule, and documents. WordPress Access (we will need all the committee chairpersons' contact information.

Theme / Plugins / Intellectual Property.

We have researched and are familiar with the best and most secure plugins available for the organization. We have extensive experience with the functionality we will integrate into the site.

1. The WordPress theme will be provided and fully licensed to the section. The Theme has over 12,000 installs, is very stable, and provides excellent documentation.
2. Payment Integration with Authorize.net or Stripe.
3. Photo Gallery plugin for pictures of events or integration with Facebook galleries.
4. Blog posting and social media integration to post on Facebook and Twitter
5. ADA compliance
6. Contact form integration and advanced processing.
7. Search Engine Optimization. (includes setup on Yoast Plugin)
8. In addition, we have developed our plugins for the pro se Bankruptcy Court for the Middle and Southern districts that allow for virtual appointments, notes, and document uploads. <https://www.bankruptcyproseclinic.com/>

Training/Administration – Maintenance

NetProfession, Inc. will provide free unlimited technical support for WordPress and the theme for 60 days after the site launch. The administration of the website will be very user-friendly, allowing text on all pages to be editable by the administrator, ensuring that the site is editable in a user-friendly format, taking into account the need to refresh the data constantly by additionally updating and adding pages by a simple process in both the WordPress admin and the MembershipWorks calendar system.

After the site is up and training is complete, our hourly rate will be \$100.00 per hour, with a 1/2-hour minimum per update. We offer a monthly maintenance plan with 4 hours of updates and maintenance for \$350.00.

Cost: QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Copyright licensed graphics and WordPress updated Theme, content Integration, plugin integration, training on WordPress, and technical support. (based on 250 hours of work)	\$25,000.00 (one-time development cost)	\$25,000.00
	ADA Compliance & Basic SEO Optimization Cost of the https://accessibe.com/ Plugin (annual fee \$499.00)	\$499.00 (first year included)	\$499.00
	MembershipWorks Setup Account for calendar – extra fee if the association decides to integrate a directory of users, event signups, and payment forms (per month for up to 20,000 members), see https://www.membershipworks.com/pricing	\$309.00 (per month) first year included)	\$3,708.00
	Monthly hosting fees: WP Engine (monthly fee \$250.00) (based on usage, may change)	\$250.00 (per month, first year included)	\$3,000.00
	Set up a new server, migrate from Mailman 2 to Mailman 3 for lists.flabarrptl.org, import approximately 141 lists, members, and archives	One-time setup import cost	\$5,000.00
	Monthly hosting fees: EMWD/Harmony Lists VPS listserv server dedicated Mailman 3 server (monthly fee \$250.00) (fees may vary based on usage, storage)	\$250.00 (per month) first year included)	\$3,000.00
Deposit of ½ due upon commencement of work. (includes all fees for first year yearly budget will be (Membership Works \$3,708.00 + \$499.00 ADA plugin + \$3,000.00 WP Engine Hosting, Mailman 3 server hosting \$3,000.00, (extra cost for Cloudflare security if requested)		TOTAL	\$40,207.00

Project Completion Date and Deliverables

NetProfession guarantees that the website will be complete by August 2026. At any time during the production process, NetProfession agrees to provide all deliverables to the section upon full payment. Upon deposit, this proposal shall constitute an agreement between the parties regarding the scope of the project and its deliverables.

Results & Conclusion

For over 27 years, NetProfession has provided a range of services to organizations throughout the United States, especially in Florida. Our clients include organizations and attorneys of many disciplines.

Thank you for the opportunity, and if you have any further questions, feel free to contact us at info@netprofession.com or call David J. Berkowitz, Esq. at 954-922-7788.

Addendum to NetProfession Proposal

This Addendum modifies the NetProfession proposal dated May 21, 2026, Proposal ID 181869. The contract documents consist of the NetProfession proposal, this Addendum, and The Florida Bar Standard Contract Terms & Conditions, Rev. 07/11/2025.

1. Condition to Formation of Agreement

No binding agreement shall be formed, and no deposit or payment shall be due, unless and until NetProfession has accepted in writing the NetProfession proposal, signed this Addendum, and initialed or otherwise acknowledged The Florida Bar Standard Contract Terms & Conditions, Rev. 07/11/2025, if such initials or acknowledgment are required by The Florida Bar.

Any deposit, purchase order, commencement of work, or performance shall be subject to and conditioned upon the NetProfession proposal, this Addendum, and The Florida Bar Standard Contract Terms & Conditions.

2. Incorporation of Florida Bar Standard Terms

The Florida Bar Standard Contract Terms & Conditions, Rev. 07/11/2025, are incorporated by reference into the parties' agreement. The proposal, this Addendum, and the standard terms shall be read together.

This Addendum supplements the standard terms with project-specific requirements. If the standard terms conflict with the proposal, the standard terms control. If this Addendum imposes additional project-specific obligations in favor of the Section or The Florida Bar, those obligations shall apply unless they directly conflict with a non-waivable requirement of the standard terms.

If this Addendum conflicts with the proposal, this Addendum controls.

3. No Unapproved Charges

NetProfession shall not incur or pass through any additional material charge, recurring charge, plugin fee, hosting fee, usage-based fee, storage-based fee, third-party platform fee, or subscription cost beyond the amounts stated in the proposal without prior written approval from the Section or The Florida Bar, as applicable.

4. Accounts, Credentials, and Administrative Control

At launch, NetProfession shall provide administrative access and credentials reasonably necessary for the Section or The Florida Bar to operate and control the website, hosting environment, listservs, analytics/search tools, accessibility tools, and membership/calendar platform.

No material account may be held solely by NetProfession if doing so would prevent continued operation, data export, or transition to another vendor.

5. Data Ownership, Export, and Transition

All Section content, data, website materials, documents, graphics, database content, listserv data, subscriber data, list settings, archives, and other written or visual materials provided by or developed for the Section shall be owned by or remain under the control of the Section, subject to any third-party licenses disclosed in writing.

Upon request, expiration, termination, or transition, NetProfession shall promptly provide usable exports of website files, databases, media, membership/calendar data, committee materials, listserv subscribers, list settings, and list archives in a usable, industry-standard format.

NetProfession shall reasonably cooperate with any transition to another vendor. Transition assistance may be billed at the agreed hourly rate unless the transition is required because of NetProfession's uncured default.

Upon request, NetProfession shall certify deletion of remaining copies of Section data or materials within five business days, except to the extent retention is legally required or reasonably necessary for backup or archive systems subject to ordinary retention cycles.

6. Third-Party Services

NetProfession shall identify the material third-party services used for the project, including hosting, listserv hosting, accessibility, membership/calendar, analytics/search, plugins, and related platforms.

Upon request, NetProfession shall provide reasonable information regarding account ownership, renewal dates, recurring costs, usage- or storage-based charges, cancellation terms, and transfer procedures.

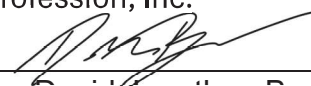
The proposal includes a \$499 first-year charge for the AccessiBe accessibility tool. To the extent the Section's existing AccessiBe subscription can be transferred, assigned, connected, or otherwise used for the redesigned website, the \$499 AccessiBe charge shall be waived, credited, or removed from the first-year project cost. NetProfession shall reasonably cooperate with the Section and The Florida Bar in determining whether the existing AccessiBe subscription can be used.

7. Final Payment Condition

Final payment shall not be due until substantial completion, launch readiness, completion of the agreed listserv migration work, and delivery or confirmation of the access, credentials, and export rights described in this Addendum.

Accepted and agreed:

NetProfession, Inc.

By: 

Name: David Jonathan Berkowitz

Title: President

Date: 06/25/2026

The Florida Bar, for the Real Property, Probate and Trust Law Section

By:  _____

Name: __Leroy Smith____

Title: _Director of Professional Development__

Date: _06/29/2026__



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

(850) 561-5600
www.FLORIDABAR.org

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 and Acquisition.**

- A. Neither party may assign a contract or agreement, or any of its rights or obligations, without the other party's express written consent, except that either party may assign a contract or agreement to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets.

- B. No assignment becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in a contract or agreement.
 - C. Upon the effective date of any assignment or acquisition permitted by a contract or agreement, the assigning/selling party will provide to The Florida Bar a fully executed copy of the assignment/acquisition document, which will include, at minimum, a clear identification of the rights and obligations being assigned, the identity of the assignee/buyer, and the effective date of the assignment/acquisition. If such documents are not timely provided, The Florida Bar will have the right to terminate as provided for in the contract or agreement.
- 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. **Copyright**
- A. Each party will retain ownership of its copyrightable materials, trademarks, patented or patentable inventions, processes, and templates, and nothing in this Agreement will be construed as making the parties joint authors.
 - B. The Service Provider agrees that any final tangible work products delivered to the Client under this Agreement will be "works made for hire," if they qualify under the copyright laws of the United States. If for any reason such products are determined at any time not to be "works made for hire," the Service Provider irrevocably transfers and assigns to the Client all right, title, and interest therein, including all copyrights.
 - C. If the contract with a Service Provider includes items like "props", e.g., a photo booth vendor agrees to provide prop signs with logos, The Florida Bar will have the right to review all props prior to executing such contracts. The Service Provider may not provide any items that contain any logos or

language that may infringe on third-party copyrights, or that The Florida Bar determines are inappropriate for bar events.

VI. **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.

- VII. **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.

VIII. **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.

- IX. **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.

- X. **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.

- XI. **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.
- XII. **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.
- XIII. **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.
- XIV. **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.
- XV. **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.

- XVI. **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.
- XVII. **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.
- XVIII. **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.
- XIX. **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.
- XX. **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.
- XXI. **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.
- XXII. **Termination & Remedies**
- A. **For Cause**. TFB reserves the right to immediately terminate the Agreement by providing written notice to the Contractor if TFB determines any of the following have occurred:
 1. The Contractor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or Agreement, which representation is materially false, deceptive, incorrect, or incomplete;
 2. The Contractor fails to perform to TFB’s satisfaction any material requirement of the Agreement or defaults in performance of the Agreement;
 3. The performance of the Agreement is substantially endangered by the action or inaction of the Contractor; or

4. The Contractor or its assets are acquired by or combined with another company during the Agreement period.

The Contractor retains the ultimate responsibility to ensure and guarantee the quality of work to be provided under this Agreement and for performing and completing the services specified to the satisfaction of TFB.

Consequently, TFB reserves the right in its sole discretion to terminate the Agreement if it determines that the actions or inactions of the Contractor's employees have posed a threat to the security and integrity of TFB. If such an event occurs, TFB may terminate the Agreement immediately by telephonic notification followed by written notice. If the Agreement is terminated for cause by TFB, TFB will be obligated only for the services performed prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

- B. For Convenience. TFB may terminate this Agreement in whole or in part by giving the Contractor written notice at least 30 days before the effective date of the termination. Upon receipt of notice of termination from TFB, the Contractor will only provide those services specially approved or directed by TFB. All other rights and duties of the parties under this Agreement will continue during such notice period, TFB will be responsible to the Contractor for the payment of any obligations incurred by the Contractor with approval of TFB.

Upon termination of this Agreement, the Contractor will not be entitled to any fee nor to expenses for any work commenced or expensed after the notice of termination was received by the Contractor, unless specifically approved or requested by TFB. However, the Contractor will be entitled to payment for services commenced and approved by TFB prior to the receipt of notice or with the express written consent of TFB.

The Contractor will take such action as may be necessary, or as the Executive Director of TFB may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which TFB has or may have acquired an interest.

- C. Remedies. In any action brought to enforce the terms of the Agreement or for a breach, the prevailing party, in addition to and exclusive of any other right, claim, remedy or relief, will be entitled to recover its reasonable fees and costs, including reasonable attorney fees and costs incurred.

- XXIII. Venue. The Agreement is governed by the laws of the State of Florida and the intellectual property laws of the United States of America, irrespective of choice of law rules. Any action, suit, or other proceeding arising out of or related to the Agreement will be instituted in the United States District Court for the district encompassing Leon County, Florida, or the circuit or county court of the State of Florida in the circuit encompassing Leon County, Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

XXIV. **Waiver**. The failure of either party to the Agreement to object to or take affirmative action with respect to any conduct of the other that is in violation of the terms of the Agreement will not be construed as a waiver of the violation or breach, or of any future violations or breach.

XXV. **Warranties**

- A. **Authority**. Each person signing the Agreement represents that he/she is duly authorized to do so and to bind the respective party to the Agreement.
- B. **Ability to Perform**. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy its Agreement obligations. The Contractor will immediately notify TFB in writing if its ability to perform is compromised in any manner during the term of the Agreement.

RPPTL 2026-2027
Executive Council Meeting Schedule
Jon Scuderi'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. Both virtual attendance and voting will be permitted at the Executive Council meeting.

Date	Location
July 8, 2026 – July 12, 2026	Executive Council Meeting Alyeska Resort Girdwood, Alaska Room Rate - \$449 (Signature Room)
August 19, 2026 – August 22, 2026	Executive Council Meeting and Legislative and Case Law Update The Breakers Palm Beach, Florida Room Rate - \$330 (Deluxe Room)
November 11, 2026 – November 14, 2026	Executive Council Meeting JW Marriott Marco Island Marco Island, Florida Room Rate - \$377 (Standard Room)
February 3, 2027 – February 6, 2027	Executive Council Meeting Ritz-Carlton Amelia Island Amelia Island, Florida Room Rate - \$399 (Standard Room)
June 2, 2027 – June 5, 2027	Executive Council Meeting & Annual Convention JW Marriott Bonnet Creek Resort & Spa Orlando, Florida Room Rate - \$299 (Standard Room)

RPPTL 2027-2028
Executive Council Meeting Schedule
Steve Mezer'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. Both virtual attendance and voting will be permitted at the Executive Council meeting.

Date	Location
August 19, 2027 – August 21, 2027	Executive Council Meeting and Legislative and Case Law Update The Breakers Palm Beach, Florida Room Rate - \$330
December 9, 2027 – December 11, 2027	Executive Council Meeting Ritz-Carlton Grande Lakes Orlando, Florida Room Rate - \$399
February 17, 2028 – February 19, 2028	Executive Council Meeting Ritz-Carlton Amelia Island Amelia Island, Florida Room Rate - \$399
June 1, 2028 – June 3, 2028	Executive Council Meeting & Annual Convention Tampa Marriott Waterside Tampa, Florida Room Rate - \$299 (Standard Room)
TBD	Executive Council Meeting – Out of State

THE FLORIDA BAR
Real Property Probate and Trust Law Section Rollup
For the Twelve Months Ending June 30, 2026

	June	YTD 2026	YTD 25-26 Budget	Budget Variance (\$)	FY 25-26 Budget	YTD 2025	YTD/Prior YTD Variance (\$)	FYE Actual 2025
3001-Annual Fees	-	682,430	660,000	22,430	660,000	682,860	(430)	682,860
3002-Affiliate Fees	-	13,860	7,500	6,360	7,500	12,200	1,660	12,200
Total Fee Revenue	-	696,290	667,500	28,790	667,500	695,060	1,230	695,060
3301-Registration-Live	(1,393)	1,373,876	1,201,650	172,226	1,201,650	954,652	419,224	954,652
3321-Registration-Webcast	-	60,150	15,000	45,150	15,000	-	60,150	-
3331-Registration-Ticket	-	37,113	34,000	3,113	34,000	30,960	6,153	30,960
Total Registration Revenue	(1,393)	1,471,138	1,250,650	220,488	1,250,650	985,612	485,527	985,612
3341-Exhibit Fees	-	318,800	260,000	58,800	260,000	88,500	230,300	88,500
3351-Sponsorships	(3,000)	656,900	578,000	78,900	578,000	814,450	(157,550)	814,450
3391 Section Profit Split	(77,670)	480,274	500,000	(19,726)	500,000	409,060	71,214	409,060
3392-Section Differential	780	14,640	15,000	(360)	15,000	16,260	(1,620)	16,260
Other Event Revenue	(79,890)	1,470,614	1,353,000	117,614	1,353,000	1,328,270	142,344	1,328,270
3401-Sales-CD/DVD	9,030	56,560	50,000	6,560	50,000	33,910	22,650	33,910
Sales, Rents & Royalties Revenue	9,030	56,560	50,000	6,560	50,000	33,910	22,650	33,910
3561-Advertising	-	5,520	18,000	(12,480)	18,000	2,280	3,240	2,280
Other Revenue Sources	-	5,520	18,000	(12,480)	18,000	2,280	3,240	2,280
3901-Eliminated InterFund Revenue	-	60	-	60	-	60	-	60
Other Revenue Sources	-	60	-	60	-	60	-	60
Total Revenue	(72,253)	3,700,182	3,339,150	361,032	3,339,150	3,045,191	654,991	3,045,191
4131-Telephone Expense	-	805	-	805	-	486	319	486
4133-Internet Service	-	72	180	(108)	180	-	72	-
4134-Web Services	4,265	50,262	75,000	(24,738)	75,000	43,465	6,797	43,465
4301-Photocopying	-	-	100	(100)	100	-	-	-
4311-Office Supplies	-	6,121	5,150	971	5,150	5,982	138	5,982
Total Staff & Office Expense	4,265	57,260	80,430	(23,170)	80,430	49,934	7,326	49,934
5031-AV Services	43,219	197,919	152,000	45,919	152,000	102,261	95,659	102,261
5051-Credit Card Fees	7,746	69,841	41,300	28,541	41,300	57,580	12,262	57,580
5101-Consultants	10,000	130,000	120,000	10,000	120,000	120,000	10,000	120,000
5121-Printing-Outside	11,593	118,109	143,000	(24,891)	143,000	65,009	53,100	65,009
5181-Speaker Honorarium	-	-	5,000	(5,000)	5,000	-	-	-
5199-Other Contract Services	-	50,176	37,000	13,176	37,000	9,222	40,954	9,222
Total Contract Services	72,558	566,046	498,300	67,746	498,300	354,072	211,974	354,072
5501-Employee Travel	5,150	60,056	64,250	(4,194)	64,250	42,707	17,349	42,707
5531-Board/Off/Memb Travel	-	1,959	24,000	(22,041)	24,000	7,960	(6,001)	7,960
5571-Speaker Travel	10,857	22,988	23,500	(512)	23,500	19,659	3,330	19,659
5581-Consultant Travel	-	24,012	20,502	3,510	20,502	16,685	7,327	16,685
Total Travel	16,007	109,016	132,252	(23,236)	132,252	87,010	22,006	87,010
6001-Post 1st Class/Bulk	465	29,841	32,350	(2,509)	32,350	38,603	(8,762)	38,603
6021-Post Express Mail	-	-	650	(650)	650	-	-	-
6311-Mtgs General Meeting	534,536	1,367,379	1,282,000	85,379	1,282,000	988,211	379,168	988,211
6319-Mtgs Other Functions	45,330	57,395	57,000	395	57,000	50,834	6,562	50,834
6321-Mtgs Meals	294,212	448,695	502,000	(53,305)	502,000	568,919	(120,224)	568,919
6325-Mtgs Hospitality	89,566	238,172	228,500	9,672	228,500	355,400	(117,227)	355,400
6332-Mtgs Room Attrition	-	-	-	-	-	8,850	(8,850)	8,850
6341-Mtgs Equip Rental	34,118	43,854	26,000	17,854	26,000	116,609	(72,755)	116,609
6361-Mtgs Entertainment	26,171	47,237	45,000	2,237	45,000	29,260	17,977	29,260
6399-Mtgs Other	-	1,961	7,500	(5,539)	7,500	2,899	(938)	2,899
6401-Speaker Expense	-	3,510	1,000	2,510	1,000	4,279	(768)	4,279
6451-Committee Expense	18,823	52,687	100,000	(47,313)	100,000	147,374	(94,687)	147,374
6531-Brd/Off Special Project	-	-	7,500	(7,500)	7,500	799	(799)	799
6599-Brd/Off Other	3,053	11,124	15,000	(3,876)	15,000	22,861	(11,737)	22,861
7001-Grant/Award/Donation	1,610	5,415	13,000	(7,585)	13,000	8,423	(3,009)	8,423
7003-Div Int Grants	-	-	12,000	(12,000)	12,000	1,500	(1,500)	1,500
7004-Law School Prog.	-	4,390	5,500	(1,110)	5,500	2,962	1,429	2,962
7005-RPPPTL Gen - Charitable Donations	-	150	-	150	-	150	-	150
7006-Professional Outreach	-	-	3,000	(3,000)	3,000	-	-	-
7011-Scholarship/Fellowship	-	14,946	27,000	(12,054)	27,000	23,987	(9,041)	23,987
7999-Other Operating Exp	675	12,667	12,000	667	12,000	21,725	(9,058)	21,725

Total Other Expense	1,048,560	2,339,425	2,377,000	(37,575)	2,377,000	2,393,643	(54,219)	2,393,643
8011-Administration CLE	-	36,300	37,450	(1,150)	37,450	32,900	3,400	32,900
8021-Section Admin Fee	-	348,840	335,640	13,200	335,640	260,910	87,930	260,910
8022-Special Project Fees	-	1,000	-	1,000	-	-	1,000	-
8101-Printing In-House	-	1,637	3,375	(1,738)	3,375	2,000	(363)	2,000
8131-A/V Services	105	10,960	-	10,960	-	11,432	(472)	11,432
8141-Journal/News Service	425	1,700	1,000	700	1,000	1,700	-	1,700
8171-Course Approval Fee	55	330	14,300	(13,970)	14,300	110	220	110
8901-Eliminated IntEnt Exp	-	4,000	-	4,000	-	1,000	3,000	1,000
Total Admin & Internal Expense	585	404,767	391,765	13,002	391,765	310,053	94,715	310,053
9692-Transfer Out-Council of Sections	-	500	-	500	-	500	-	500
Total InterFund Transfers Out	-	500	-	500	-	500	-	500
Total Expense	1,141,975	3,477,013	3,479,747	(2,734)	3,479,747	3,195,212	281,802	3,195,212
Operating Income	(1,214,228)	223,169	(140,597)	363,766	(140,597)	(150,020)	373,189	(150,020)
3899-Investment Income (loss)	4,788	544,534	107,471	437,063	107,471	370,218	174,317	370,218
Total Nonoperating Revenue (Expenses)	4,788	544,534	107,471	437,063	107,471	370,218	174,317	370,218
Change in Net Position	(1,209,440)	767,703	(33,126)	800,829	(33,126)	220,198	547,505	220,198
Net Position								
2001-Beginning of the year, restated (Fund Balance)	-	4,266,559			4,266,559	4,046,362		4,046,362
End of the Year (Current Month)	-	5,034,262			4,233,433	4,266,559		4,266,559

THE FLORIDA BAR
Real Property, Probate and Trust Law General
For the Twelve Months Ending June 30, 2026

	June	YTD 2026	YTD 25-26 Budget	Budget Variance (\$)	FY 25-26 Budget	YTD 2025	YTD/Prior YTD Variance (\$)	FYE Actual 2025
3001-Annual Fees	-	682,430	660,000	22,430	660,000	682,860	(430)	682,860
3002-Affiliate Fees	-	13,860	7,500	6,360	7,500	12,200	1,660	12,200
Total Fee Revenue	-	696,290	667,500	28,790	667,500	695,060	1,230	695,060
3301-Registration-Live	-	166,712	150,000	16,712	150,000	374,184	(207,472)	374,184
Total Registration Revenue	-	166,712	150,000	16,712	150,000	374,184	(207,472)	374,184
3351-Sponsorships	-	320,000	315,000	5,000	315,000	321,500	(1,500)	321,500
3391 Section Profit Split	(77,670)	480,274	500,000	(19,726)	500,000	409,060	71,214	409,060
3392-Section Differential	780	14,640	15,000	(360)	15,000	16,260	(1,620)	16,260
Other Event Revenue	(76,890)	814,914	830,000	(15,086)	830,000	746,820	68,094	746,820
3561-Advertising	-	5,520	18,000	(12,480)	18,000	2,280	3,240	2,280
Other Revenue Sources	-	5,520	18,000	(12,480)	18,000	2,280	3,240	2,280
3901-Eliminated InterFund Revenue	-	60	-	60	-	60	-	60
Other Revenue Sources	-	60	-	60	-	60	-	60
Total Revenue	(76,890)	1,683,496	1,665,500	17,996	1,665,500	1,818,404	(134,908)	1,818,404
4131-Telephone Expense	-	805	-	805	-	486	319	486
4133-Internet Service	-	72	180	(108)	180	-	72	-
4134-Web Services	4,265	50,262	75,000	(24,738)	75,000	43,465	6,797	43,465
4311-Office Supplies	-	5,677	5,000	677	5,000	5,569	108	5,569
Total Staff & Office Expense	4,265	56,817	80,180	(23,363)	80,180	49,521	7,296	49,521
5031-AV Services	9,983	98,720	75,000	23,720	75,000	72,281	26,440	72,281
5051-Credit Card Fees	4,610	17,848	16,500	1,348	16,500	20,214	(2,367)	20,214
5101-Consultants	10,000	130,000	120,000	10,000	120,000	120,000	10,000	120,000
5121-Printing-Outside	11,593	113,374	140,000	(26,626)	140,000	65,009	48,365	65,009
5199-Other Contract Services	-	37,525	32,000	5,525	32,000	9,222	28,303	9,222
Total Contract Services	36,186	397,468	383,500	13,968	383,500	286,726	110,741	286,726
5501-Employee Travel	678	27,265	31,000	(3,735)	31,000	27,813	(547)	27,813
5531-Board/Off/Memb Travel	-	1,959	20,000	(18,041)	20,000	7,960	(6,001)	7,960
5581-Consultant Travel	-	24,012	20,502	3,510	20,502	16,685	7,327	16,685
Total Travel	678	53,237	71,502	(18,265)	71,502	52,457	779	52,457
6001-Post 1st Class/Bulk	130	27,462	30,000	(2,538)	30,000	37,109	(9,647)	37,109
6311-Mtgs General Meeting	22,785	687,301	700,000	(12,699)	700,000	988,027	(300,726)	988,027
6325-Mtgs Hospitality	-	51,522	50,000	1,522	50,000	43,562	7,960	43,562
6332-Mtgs Room Attrition	-	-	-	-	-	8,850	(8,850)	8,850
6361-Mtgs Entertainment	-	1,637	-	1,637	-	-	1,637	-
6399-Mtgs Other	-	1,961	7,500	(5,539)	7,500	2,649	(688)	2,649
6401-Speaker Expense	-	-	-	-	-	1,290	(1,290)	1,290
6451-Committee Expense	18,823	52,687	100,000	(47,313)	100,000	147,374	(94,687)	147,374
6531-Brd/Off Special Project	-	-	7,500	(7,500)	7,500	799	(799)	799
6599-Brd/Off Other	3,053	11,124	15,000	(3,876)	15,000	22,861	(11,737)	22,861
7001-Grant/Award/Donation	1,610	4,645	8,000	(3,355)	8,000	8,423	(3,779)	8,423
7003-Div Int Grants	-	-	12,000	(12,000)	12,000	1,500	(1,500)	1,500
7004-Law School Prog.	-	4,390	5,500	(1,110)	5,500	2,962	1,429	2,962
7005-RPPPTL Gen - Charitable Donations	-	150	-	150	-	150	-	150
7006-Professional Outreach	-	-	3,000	(3,000)	3,000	-	-	-
7011-Scholarship/Fellowship	-	14,946	27,000	(12,054)	27,000	23,987	(9,041)	23,987
7999-Other Operating Exp	-	2,629	5,000	(2,371)	5,000	4,038	(1,409)	4,038
Total Other Expense	46,401	860,455	970,500	(110,045)	970,500	1,293,580	(433,126)	1,293,580
8021-Section Admin Fee	-	348,840	335,640	13,200	335,640	260,910	87,930	260,910
8101-Printing In-House	-	296	1,300	(1,004)	1,300	536	(240)	536
8901-Eliminated IntEnt Exp	-	4,000	-	4,000	-	1,000	3,000	1,000
Total Admin & Internal Expense	-	353,136	336,940	16,196	336,940	262,446	90,690	262,446
9692-Transfer Out-Council of Sections	-	500	-	500	-	500	-	500
Total InterFund Transfers Out	-	500	-	500	-	500	-	500

Total Expense	87,530	1,721,612	1,842,622	(121,010)	1,842,622	1,945,230	(223,619)	1,945,230
Operating Income	(164,420)	(38,116)	(177,122)	139,006	(177,122)	(126,826)	88,710	(126,826)
3899-Investment Income (loss)	4,788	544,534	107,471	437,063	107,471	370,218	174,317	370,218
Total Nonoperating Revenue (Expenses)	4,788	544,534	107,471	437,063	107,471	370,218	174,317	370,218
Change in Net Position	(159,632)	506,418	(69,651)	576,069	(69,651)	243,391	263,027	243,391

THE FLORIDA BAR
Real Property Out of State Meeting
For the Twelve Months Ending June 30, 2026

	June	YTD 2026	YTD 25-26 Budget	Budget Variance (\$)	FY 25-26 Budget	YTD 2025	YTD/Prior YTD Variance (\$)	FYE Actual 2025
3301-Registration-Live	320	593,925	596,650	(2,725)	596,650	-	593,925	-
3331-Registration-Ticket	-	-	20,000	(20,000)	20,000	-	-	-
Total Registration Revenue	320	593,925	616,650	(22,725)	616,650	-	593,925	-
3351-Sponsorships	-	17,750	10,000	7,750	10,000	-	17,750	-
Other Event Revenue	-	17,750	10,000	7,750	10,000	-	17,750	-
Total Revenue	320	611,675	626,650	(14,975)	626,650	-	611,675	-
5051-Credit Card Fees	291	16,465	-	16,465	-	4,696	11,769	4,696
5199-Other Contract Services	-	3,701	5,000	(1,299)	5,000	-	3,701	-
Total Contract Services	291	20,166	5,000	15,166	5,000	4,696	15,470	4,696
5501-Employee Travel	-	21,672	20,000	1,672	20,000	-	21,672	-
5531-Board/Off/Memb Travel	-	-	4,000	(4,000)	4,000	-	-	-
Total Travel	-	21,672	24,000	(2,328)	24,000	-	21,672	-
6311-Mtgs General Meeting	511,751	680,078	582,000	98,078	582,000	-	680,078	-
6321-Mtgs Meals	-	-	54,000	(54,000)	54,000	-	-	-
6361-Mtgs Entertainment	15,000	15,000	5,000	10,000	5,000	-	15,000	-
Total Other Expense	526,751	695,078	641,000	54,078	641,000	-	695,078	-
Total Expense	527,042	736,916	670,000	66,916	670,000	4,696	732,221	4,696
Operating Income	(526,722)	(125,241)	(43,350)	(81,891)	(43,350)	(4,696)	(120,546)	(4,696)

THE FLORIDA BAR
Real Property Construction Law Institute
For the Twelve Months Ending June 30, 2026

		YTD	YTD 25-26	Budget	FY 25-26	YTD	YTD/Prior	FYE Actual
	June	2026	Budget	Variance (\$)	Budget	2025	Variance (\$)	2025
3301-Registration-Live	(785)	221,083	150,000	71,083	150,000	230,858	(9,775)	230,858
3331-Registration-Ticket	-	13,000	4,000	9,000	4,000	13,550	(550)	13,550
Total Registration Revenue	(785)	234,083	154,000	80,083	154,000	244,408	(10,325)	244,408
3341-Exhibit Fees	-	212,750	145,000	67,750	145,000	-	212,750	-
3351-Sponsorships	(3,000)	122,400	105,000	17,400	105,000	301,000	(178,600)	301,000
Other Event Revenue	(3,000)	335,150	250,000	85,150	250,000	301,000	34,150	301,000
3401-Sales-CD/DVD	8,330	45,085	30,000	15,085	30,000	19,130	25,955	19,130
Sales, Rents & Royalties Revenue	8,330	45,085	30,000	15,085	30,000	19,130	25,955	19,130
Total Revenue	4,545	614,318	434,000	180,318	434,000	564,538	49,780	564,538
5031-AV Services	735	22,721	20,000	2,721	20,000	-	22,721	-
5051-Credit Card Fees	186	16,858	10,000	6,858	10,000	14,486	2,372	14,486
5121-Printing-Outside	-	1,808	-	1,808	-	-	1,808	-
5181-Speaker Honorarium	-	-	5,000	(5,000)	5,000	-	-	-
5199-Other Contract Services	-	8,950	-	8,950	-	-	8,950	-
Total Contract Services	921	50,337	35,000	15,337	35,000	14,486	35,851	14,486
5501-Employee Travel	1,038	2,382	2,500	(118)	2,500	4,949	(2,567)	4,949
5571-Speaker Travel	10,857	13,954	9,000	4,954	9,000	14,328	(374)	14,328
Total Travel	11,896	16,337	11,500	4,837	11,500	19,277	(2,940)	19,277
6001-Post 1st Class/Bulk	262	1,101	1,000	101	1,000	1,079	22	1,079
6319-Mtgs Other Functions	44,150	44,949	47,000	(2,051)	47,000	45,535	(586)	45,535
6321-Mtgs Meals	83,850	113,850	83,000	30,850	83,000	110,476	3,374	110,476
6325-Mtgs Hospitality	89,566	89,566	82,000	7,566	82,000	170,105	(80,539)	170,105
6341-Mtgs Equip Rental	30,352	30,352	25,000	5,352	25,000	59,624	(29,272)	59,624
7999-Other Operating Exp	-	7,093	3,000	4,093	3,000	11,603	(4,510)	11,603
Total Other Expense	248,180	286,911	241,000	45,911	241,000	398,422	(111,510)	398,422
8011-Administration CLE	-	15,950	15,950	-	15,950	15,950	-	15,950
8101-Printing In-House	-	21	-	21	-	513	(492)	513
8131-A/V Services	105	5,365	-	5,365	-	5,797	(432)	5,797
8141-Journal/News Service	-	425	-	425	-	850	(425)	850
8171-Course Approval Fee	-	55	-	55	-	55	-	55
Total Admin & Internal Expense	105	21,816	15,950	5,866	15,950	23,165	(1,349)	23,165
Total Expense	261,102	375,401	303,450	71,951	303,450	455,350	(79,949)	455,350
Operating Income	(256,557)	238,917	130,550	108,367	130,550	109,188	129,729	109,188

THE FLORIDA BAR
Real Property Trust Officer Liaison Conference
For the Twelve Months Ending June 30, 2026

	June	YTD 2026	YTD 25-26 Budget	Budget Variance (\$)	FY 25-26 Budget	YTD 2025	YTD/Prior YTD Variance (\$)	FYE Actual 2025
3301-Registration-Live	(800)	303,505	240,000	63,505	240,000	258,995	44,510	258,995
3331-Registration-Ticket	-	24,113	10,000	14,113	10,000	17,410	6,703	17,410
Total Registration Revenue	(800)	327,618	250,000	77,618	250,000	276,405	51,213	276,405
3341-Exhibit Fees	-	60,000	85,000	(25,000)	85,000	59,500	500	59,500
3351-Sponsorships	-	145,500	100,000	45,500	100,000	137,450	8,050	137,450
Other Event Revenue	-	205,500	185,000	20,500	185,000	196,950	8,550	196,950
3401-Sales-CD/DVD	700	11,475	5,000	6,475	5,000	14,780	(3,305)	14,780
Sales, Rents & Royalties Revenue	700	11,475	5,000	6,475	5,000	14,780	(3,305)	14,780
Total Revenue	(100)	544,593	440,000	104,593	440,000	488,135	56,458	488,135
5031-AV Services	-	24,294	25,000	(706)	25,000	-	24,294	-
5051-Credit Card Fees	2,347	13,583	12,000	1,583	12,000	15,416	(1,833)	15,416
5121-Printing-Outside	-	1,712	2,500	(788)	2,500	-	1,712	-
Total Contract Services	2,347	39,589	39,500	89	39,500	15,416	24,173	15,416
5501-Employee Travel	-	4,273	3,000	1,273	3,000	3,870	403	3,870
5571-Speaker Travel	-	7,624	7,000	624	7,000	3,848	3,776	3,848
Total Travel	-	11,896	10,000	1,896	10,000	7,718	4,178	7,718
6001-Post 1st Class/Bulk	73	1,278	1,000	278	1,000	415	863	415
6021-Post Express Mail	-	-	150	(150)	150	-	-	-
6319-Mtgs Other Functions	-	10,985	10,000	985	10,000	5,299	5,686	5,299
6321-Mtgs Meals	-	107,077	85,000	22,077	85,000	106,268	810	106,268
6325-Mtgs Hospitality	-	93,853	90,000	3,853	90,000	111,813	(17,960)	111,813
6341-Mtgs Equip Rental	-	3,180	-	3,180	-	24,942	(21,762)	24,942
6399-Mtgs Other	-	-	-	-	-	250	(250)	250
6401-Speaker Expense	-	1,395	1,000	395	1,000	2,989	(1,594)	2,989
7999-Other Operating Exp	675	2,845	3,200	(355)	3,200	5,401	(2,556)	5,401
Total Other Expense	748	220,613	190,350	30,263	190,350	257,376	(36,762)	257,376
8011-Administration CLE	-	15,950	14,300	1,650	14,300	15,950	-	15,950
8101-Printing In-House	-	1,094	1,000	94	1,000	951	143	951
8131-A/V Services	-	5,595	-	5,595	-	5,565	30	5,565
8141-Journal/News Service	425	850	500	350	500	850	-	850
8171-Course Approval Fee	-	55	14,300	(14,245)	14,300	55	-	55
Total Admin & Internal Expense	425	23,545	30,100	(6,555)	30,100	23,372	173	23,372
Total Expense	3,521	295,644	269,950	25,694	269,950	303,882	(8,238)	303,882
Operating Income	(3,621)	248,949	170,050	78,899	170,050	184,253	64,696	184,253

THE FLORIDA BAR
Real Property Legislative Update
For the Twelve Months Ending June 30, 2026

	June	YTD 2026	YTD 25-26 Budget	Budget Variance (\$)	FY 25-26 Budget	YTD 2025	YTD/Prior YTD Variance (\$)	FYE Actual 2025
3301-Registration-Live	-	(450)	-	(450)	-	-	(450)	-
3321-Registration-Webcast	-	60,150	15,000	45,150	15,000	-	60,150	-
Total Registration Revenue	-	59,700	15,000	44,700	15,000	-	59,700	-
3341-Exhibit Fees	-	22,200	30,000	(7,800)	30,000	32,000	(9,800)	32,000
3351-Sponsorships	-	9,500	6,000	3,500	6,000	12,000	(2,500)	12,000
Other Event Revenue	-	31,700	36,000	(4,300)	36,000	44,000	(12,300)	44,000
3401-Sales-CD/DVD	-	-	15,000	(15,000)	15,000	-	-	-
Sales, Rents & Royalties Revenue	-	-	15,000	(15,000)	15,000	-	-	-
Total Revenue	-	91,400	66,000	25,400	66,000	44,000	47,400	44,000
4301-Photocopying	-	-	100	(100)	100	-	-	-
4311-Office Supplies	-	443	150	293	150	-	443	-
Total Staff & Office Expense	-	443	250	193	250	-	443	-
5031-AV Services	-	9,404	12,000	(2,596)	12,000	-	9,404	-
5051-Credit Card Fees	306	2,153	1,300	853	1,300	613	1,540	613
5121-Printing-Outside	-	1,215	500	715	500	-	1,215	-
Total Contract Services	306	12,771	13,800	(1,029)	13,800	613	12,158	613
5501-Employee Travel	-	149	1,500	(1,351)	1,500	-	149	-
5571-Speaker Travel	-	1,410	6,500	(5,090)	6,500	1,482	(72)	1,482
Total Travel	-	1,559	8,000	(6,441)	8,000	1,482	77	1,482
6001-Post 1st Class/Bulk	-	-	350	(350)	350	-	-	-
6021-Post Express Mail	-	-	500	(500)	500	-	-	-
6321-Mtgs Meals	-	13,275	24,000	(10,725)	24,000	14,820	(1,545)	14,820
6325-Mtgs Hospitality	-	785	1,500	(715)	1,500	29,920	(29,134)	29,920
6341-Mtgs Equip Rental	-	5,938	-	5,938	-	10,888	(4,950)	10,888
6401-Speaker Expense	-	2,115	-	2,115	-	-	2,115	-
7001-Grant/Award/Donation	-	770	5,000	(4,230)	5,000	-	770	-
7999-Other Operating Exp	-	100	500	(400)	500	683	(583)	683
Total Other Expense	-	22,983	31,850	(8,867)	31,850	56,310	(33,327)	56,310
8011-Administration CLE	-	-	-	-	-	1,000	(1,000)	1,000
8022-Special Project Fees	-	1,000	-	1,000	-	-	1,000	-
8101-Printing In-House	-	226	1,000	(774)	1,000	-	226	-
8131-A/V Services	-	-	-	-	-	70	(70)	70
8171-Course Approval Fee	55	165	-	165	-	-	165	-
Total Admin & Internal Expense	55	1,391	1,000	391	1,000	1,070	321	1,070
Total Expense	361	39,147	54,900	(15,753)	54,900	59,476	(20,329)	59,476
Operating Income	(361)	52,253	11,100	41,153	11,100	(15,476)	67,729	(15,476)

THE FLORIDA BAR
Real Property Convention
For the Twelve Months Ending June 30, 2026

		YTD	YTD 25-26	Budget	FY 25-26	YTD	YTD/Prior	
	June	2026	Budget	Variance (\$)	Budget	2025	YTD	FYE Actual
							Variance (\$)	2025
3301-Registration-Live	(128)	78,041	50,000	28,041	50,000	90,615	(12,574)	90,615
Total Registration Revenue	(128)	78,041	50,000	28,041	50,000	90,615	(12,574)	90,615
3341-Exhibit Fees	-	23,850	-	23,850	-	(3,000)	26,850	(3,000)
3351-Sponsorships	-	35,000	30,000	5,000	30,000	42,500	(7,500)	42,500
Other Event Revenue	-	58,850	30,000	28,850	30,000	39,500	19,350	39,500
Total Revenue	(128)	136,891	80,000	56,891	80,000	130,115	6,776	130,115
4311-Office Supplies	-	-	-	-	-	413	(413)	413
Total Staff & Office Expense	-	-	-	-	-	413	(413)	413
5031-AV Services	32,501	42,780	20,000	22,780	20,000	29,980	12,800	29,980
5051-Credit Card Fees	6	2,540	1,500	1,040	1,500	2,052	488	2,052
Total Contract Services	32,507	45,320	21,500	23,820	21,500	32,032	13,288	32,032
5501-Employee Travel	3,433	3,478	5,000	(1,522)	5,000	6,075	(2,597)	6,075
Total Travel	3,433	3,478	5,000	(1,522)	5,000	6,075	(2,597)	6,075
6311-Mtgs General Meeting	-	-	-	-	-	184	(184)	184
6319-Mtgs Other Functions	1,180	1,461	-	1,461	-	-	1,461	-
6321-Mtgs Meals	210,362	210,362	250,000	(39,638)	250,000	337,356	(126,994)	337,356
6341-Mtgs Equip Rental	3,766	3,766	-	3,766	-	21,156	(17,390)	21,156
6361-Mtgs Entertainment	11,171	30,600	40,000	(9,400)	40,000	29,260	1,340	29,260
Total Other Expense	226,480	246,189	290,000	(43,811)	290,000	387,955	(141,766)	387,955
Total Expense	262,419	294,987	316,500	(21,513)	316,500	426,476	(131,488)	426,476
Operating Income	(262,547)	(158,096)	(236,500)	78,404	(236,500)	(296,361)	138,264	(296,361)

THE FLORIDA BAR
Real Property Trust Attorney Bankers Conference
For the Twelve Months Ending June 30, 2026

	June	YTD 2026	YTD 25-26 Budget	Budget Variance (\$)	FY 25-26 Budget	YTD 2025	YTD/Prior YTD Variance (\$)	FYE Actual 2025
3301-Registration-Live	-	11,060	15,000	(3,940)	15,000	-	11,060	-
Total Registration Revenue	-	11,060	15,000	(3,940)	15,000	-	11,060	-
3351-Sponsorships	-	6,750	12,000	(5,250)	12,000	-	6,750	-
Other Event Revenue	-	6,750	12,000	(5,250)	12,000	-	6,750	-
Total Revenue	-	17,810	27,000	(9,190)	27,000	-	17,810	-
5051-Credit Card Fees	-	395	-	395	-	103	292	103
Total Contract Services	-	395	-	395	-	103	292	103
5501-Employee Travel	-	837	1,250	(413)	1,250	-	837	-
5571-Speaker Travel	-	-	1,000	(1,000)	1,000	-	-	-
Total Travel	-	837	2,250	(1,413)	2,250	-	837	-
6321-Mtgs Meals	-	4,131	6,000	(1,869)	6,000	-	4,131	-
6325-Mtgs Hospitality	-	2,446	5,000	(2,554)	5,000	-	2,446	-
6341-Mtgs Equip Rental	-	618	1,000	(382)	1,000	-	618	-
7999-Other Operating Exp	-	-	300	(300)	300	-	-	-
Total Other Expense	-	7,195	12,300	(5,105)	12,300	-	7,195	-
8011-Administration CLE	-	4,400	7,200	(2,800)	7,200	-	4,400	-
8101-Printing In-House	-	-	75	(75)	75	-	-	-
8141-Journal/News Service	-	425	500	(75)	500	-	425	-
8171-Course Approval Fee	-	55	-	55	-	-	55	-
Total Admin & Internal Expense	-	4,880	7,775	(2,895)	7,775	-	4,880	-
Total Expense	-	13,307	22,325	(9,018)	22,325	103	13,203	103
Operating Income	-	4,503	4,675	(172)	4,675	(103)	4,607	(103)

CLE Calendar (as of 8/14/2026)

Date of Presentation	Crs. #	Title	Location
Launching Fall 2026	9884	Fundamentals of Trust Law (Part of the RPPTL: Fundamentals Series)	Pre-recorded Webcast
9/23/26	9986	Asset Protection	Webcast
Launching Fall 2026	9525	Fundamentals of Florida Homestead (Part of the RPPTL: Fundamentals Series)	Pre-recorded Webcast
10/21/26	9987	Partitions	Webcast
Launching October 2026	9988	Interacting with Financial Institutions	Pre-recorded Webcast
Launching November 2026	9886	Fundamentals of Guardianship (Part of the RPPTL: Fundamentals Series)	Pre-recorded Webcast
1/21-22/27	9745	Advanced Condominium and Planned Development Certification Review Course	Miami
3/18/27	TBD	Florida Coverage College	Orlando
3/18-20/27	TBD	Advanced Construction Law Certification Review Course	Orlando
3/19-20/27	TBD	Construction Law Institute	Orlando

434 So.3d 146 (Mem)
District Court of Appeal
of Florida, Third District.

Hardy WALLACE, etc., Appellant,
v.
Mark WALLACE, etc., et al., Appellees.

Nos. 3D25-0545 & 25-0546

I

Opinion filed May 6, 2026

An Appeal from the Circuit Court for Miami-Dade County, [Jose L. Fernandez](#), Judge. Lower Tribunal Nos. 24-3357-GD-02 & 20-1603-GD-02

Attorneys and Law Firms

Schlesinger Law Group, and [Michael J. Schlesinger](#), Miami, for appellant.

Armstrong Teasdale LLP, and [Glen H. Waldman](#), Coral Gables, for appellees.

Before [MILLER](#), [GORDO](#) and BOKOR JJ.

Opinion

[GORDO](#), J.

*147 Hardy Wallace (“Hardy”) appeals the termination of the guardianship of the property of Milton Wallace—the ward—pursuant to [Rule 5.680, Florida Probate Rules](#). We have jurisdiction. [Fla. R. App. P. 9.170](#).

Hardy argues Mark Wallace and Angel Insua¹ misrepresented that the guardianship had no assets and the trial court prematurely and improperly discharged the guardians and

terminated the guardianship of the property. The trial court held a full hearing on this matter and made findings. But Hardy provides no transcript of the hearing.

This Court has consistently applied a deferential standard to guardianship decisions and the substantial burden placed on parties challenging such orders, while applying a de novo standard to issues of law. [Waldon v. Waldon](#), 305 So. 3d 634, 637 (Fla. 3d DCA 2020); [Ash v. Ash](#), 332 So. 3d 563, 567 (Fla. 3d DCA 2021). A trial court's order determining whether to terminate a guardianship is reviewed for an abuse of discretion. [In re Guardianship of Walpole](#), 639 So. 2d 60, 61 (Fla. 4th DCA 1994).

Applying the deferential standard to guardianship decisions and the substantial burden placed on parties challenging such, we must presume the trial court's ruling is correct in the absence of the hearing transcript. See [Applegate v. Barnett Bank of Tallahassee](#), 377 So. 2d 1150, 1152 (Fla. 1979) (“Without a record of the trial proceedings, the appellate court can not properly resolve the underlying factual issues so as to conclude that the trial court's judgment is not supported by the evidence or by an alternative theory. Without knowing the factual context, neither can an appellate court reasonably conclude that the trial judge so misconceived the law as to require reversal. The trial court should have been affirmed because the record brought forward by the appellant is inadequate to demonstrate reversible error.”); [White v. White](#), 717 So. 2d 89, 90 (Fla. 3d DCA 1998) (“[Where] [t]here is no transcript of the hearing in the record

before us ... we will not disturb the trial court's finding.”).

Affirmed.

All Citations

434 So.3d 146 (Mem), 51 Fla. L. Weekly D923

Footnotes

- 1 Mark Wallace is Hardy's brother. Angel Insua is Milton Wallace's estate manager, a position he has held for approximately thirty-two years. Both are co-guardians with Hardy.



The Florida Bar

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Executive Director

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REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as “activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate.”
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee’s white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
 - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
 - If comments have been received from another interested group, the comments must be included.
 - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
 - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
 - The proposal will then need to be presented at the Division Round Table.
 - Then, published as an Information Item to the Executive Council.
 - Then, published as an Action Item to the Executive Council.

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General Information

Submitted by: (name of Section Committee): RPPTL Legislation Committee

Contact: (Name of Committee Chair(s), address and phone number: M. Travis Hayes, c/o Gunster, 5551 Ridgewood Drive, Suite 501, Naples, Florida (239-514-1000)

(Name of Sub-committee Chair, if any, address and phone number): N/A

Proposed Advocacy

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

1. Proposed Wording of Legislative Position for Official Publication

Support revisions to Sections 736.10081 of the Florida Statutes to add back in language which was inadvertently removed during the legislative process, clarify language in the statute, and correct typographical errors.

2. Political Proposal

N/A.

3. Reasons For Proposed Advocacy

- a. Per SBP 9.50(a), does the proposal meet all three of the following requirements? (select one) X Yes No
- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;
 - It is beyond the scope of the Section/Bar's permissible legislative or political activity, **or** within the Section/Bar's permissible scope of legislative or political activity **and** consistent with an official Section/Bar position on that issue; **and**
 - It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.
- b. Additional Information: N/A

Referrals to Other Committees, Divisions & Sections/Voluntary Bar Groups

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List** all Bar committees, divisions, sections and voluntary bar **groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your

submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose. The committee has not identified any Bar committees, divisions, sections or voluntary bar groups which would be interested in this proposal since it was previously approved and went through the legislative process during the 2026 session.

Contacts

Legislation Committee Appearance *(list name, address and phone #)*

M. Travis Hayes, c/o Gunster, 5551 Ridgewood Drive, Suite 501, Naples, Florida 34108
Telephone 239-514-1000

Brenda B. Ezell, Legislation Committee Co-Chair, c/o Ezell Law Firm, P.A., 12275 San
Jose Blvd., Suite 126, Jacksonville, Florida 32223, Telephone 904-432-3200

Appearances before Legislators *(list name and phone # of those having direct contact before House/Senate committees)*

Peter M. Dunbar and H. French Brown, IV
c/o Jones Walker, 106 E. College Avenue, Suite 1200, Tallahassee, FL 32301-7741,
Telephone 850-214-5100

Martha J. Edenfield, c/o Martha J. Edenfield, P.A., 1700 Monroe St. Suite 11-174,
Tallahassee, Florida 32303, Telephone 850-556-8611

Meetings with Legislators/staff *(list name and phone # of those having direct contact with legislators)*

**LEGISLATION COMMITTEE OF THE
REAL PROPERTY, PROBATE AND TRUST LAW SECTION OF THE FLORIDA BAR**

**WHITE PAPER ON MINOR CLARIFICATIONS
TO THE RECENTLY ENACTED SECTION 736.10081 OF THE FLORIDA STATUTES**

I. SUMMARY

Nine states currently provide a statutory process for obtaining a trustee’s discharge without the expense of a court proceeding, while giving the discharged trustee the same protection as if a court had entered an order approving the trust accountings and granting discharge. Those states are Kentucky, Delaware, Indiana, Maryland, Alabama, Tennessee, Ohio, Pennsylvania, and Virginia. Florida joined this group when the Nonjudicial Settlement and Discharge of a Trustee statute (Section 736.10081, *et seq.*) was signed into law by Governor Ron DeSantis on April 29, 2026, and took effect immediately upon becoming law.

Section 736.10081 permits a trustee who is in substantial compliance with the duty to inform and account under Section 736.0813 to obtain a settlement of accounts and be discharged without the need to obtain release agreements from all qualified beneficiaries or file an action for discharge and approval of accountings. The statute gives trustees another “tool in the toolbox” to obtain a cost-effective discharge. Use of the statute is voluntary—the trustee retains all other options available, including seeking judicial approval of the trustee’s accountings. If no qualified beneficiary objects within sixty (60) days after receipt of the trust disclosure document, the trustee is discharged with the same preclusive effect as if a court had entered a final order approving the trustee’s acts or omissions.

Due to inadvertent changes made during the legislative process, several provisions of Section 736.10081 do not accurately reflect the intent of the original drafting committee of the Real Property, Probate and Trust Law (“RPPTL”) Section of The Florida Bar. The proposed legislation includes those requested clarifications and revisions which the original RPPTL Section drafting committee determined would improve the statutory framework and ensure the statute operates as originally intended.

II. SECTION-BY-SECTION ANALYSIS

A. Section 736.10081(1)

1. Current Situation: Section 736.10081(1) currently provides that a trustee who is in substantial compliance with the duty to inform and account under Section 736.0813 may obtain a settlement of “his or her” accounts and be discharged pursuant to the section when either of the following occurs “6 months after the trustee’s acceptance.” Two issues exist with this language.

First, the phrase “his or her” does not reflect current legislative drafting conventions favoring gender-neutral language, and further does not account for a corporate fiduciary or other entity with trust powers serving as trustee.

Second, and more critically, the statute as enacted states that the described events must occur “6 months after the trustee’s acceptance.” A strict reading of this language limits the

application of the statute to the specific point in time that is exactly six months after the trustee's acceptance. The RPPTL Section's original draft and the proposed legislation originally approved by the RPPTL Section Executive Council were intended to apply to trust administrations of *more than* six months' duration. The omission of the words "more than" was inadvertently made during the bill drafting process and creates an ambiguity that undermines the utility of the statute.

2. Effect of Proposed Changes: The proposal will replace "his or her" with "the trustee's" to conform the statute to gender-neutral drafting conventions and to account for corporate trustees. More importantly, the proposal will add the words "more than" before "6 months after the trustee's acceptance," thereby clarifying that the statute applies to any trust administration that has continued for more than six months after the trustee's acceptance of the trusteeship. This conforms the statute to the original intent of the RPPTL Section drafting committee.

B. Section 736.10081(3)

1. Current Situation: Section 736.10081(3) currently provides that the trustee "shall" also send the trust disclosure document to "any other person who the trustee reasonably believes would be affected by the trust disclosure document." This language was changed from "may" to "shall" during the legislative process. This change creates a potential pitfall for practitioners because the statute does not define who "would be affected" by the trust disclosure document. Because the current language is mandatory ("shall"), if a trustee fails to send the trust disclosure document to any person who arguably "would be affected," the effectiveness of the trustee's discharge under the statute may be called into question. This is contrary to the intent of the original drafting committee, which proposed permissive ("may") language to allow the trustee discretion in determining whether to extend the notice beyond the qualified beneficiaries specifically identified in subsection (2).

Additionally, subsection (3) currently states that Section 736.0109(3) "does not apply." For purposes of stylistic consistency with other provisions of the Florida Trust Code, this language should read "shall not apply."

2. Effect of Proposed Changes: The proposal will change "shall" to "may" in the first sentence of subsection (3), restoring the permissive language originally proposed by the RPPTL Section drafting committee. This will make the sending of the trust disclosure document to persons other than the qualified beneficiaries identified in subsection (2) discretionary rather than mandatory, thereby protecting the effectiveness of the statutory discharge process. The proposal will also change "does not apply" to "shall not apply" for stylistic consistency. Additionally, the proposal will add "in compliance" to clarify that the trust disclosure document and any objections must be sent in compliance with the notice requirements of Section 736.0109.

C. Section 736.10081(4)

1. Current Situation: Section 736.10081(4) currently provides that the section "does not apply" if the trustee receives a written objection within sixty (60) days "after sending" the trust disclosure document. Two issues exist with this language.

First, the phrase “does not apply” should read “shall not apply” for stylistic consistency with other provisions of the Florida Trust Code.

Second, and more critically, there is a discrepancy between subsection (4) and subsection (2) of Section 736.10081. Subsection (2)(e) contains the required notice language informing beneficiaries that they must object within sixty (60) days “after your receipt of this trust disclosure document and notice.” However, subsection (4) measures the sixty-day objection period from the date of “sending” the trust disclosure document. The RPPTL Section’s original draft consistently measured the sixty-day period from the date of the recipient’s receipt of the trust disclosure document. This approach, if the document is sent by a delivery service that confirms receipt, provides an easily documented and calendared deadline. The discrepancy between the two subsections creates ambiguity as to when the sixty-day objection period actually begins.

2. Effect of Proposed Changes: The proposal will change “does not apply” to “shall not apply” for stylistic consistency. More importantly, the proposal will change “after sending” to “after the recipient’s receipt of” the trust disclosure document. This will harmonize subsection (4) with subsection (2)(e) and confirm that the sixty-day objection period begins upon the recipient’s receipt of the trust disclosure document, consistent with the original intent of the RPPTL Section drafting committee.

D. Effective Date

Since the proposed revisions to Section 736.10081 are intended to clarify existing Florida law and are remedial in nature, the legislation will apply to all trusts which are irrevocable after the effective date of Section 736.10081(3), Florida Statutes. The legislation will take effect upon becoming law.

III. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

This proposal will not have a fiscal impact on state or local governments.

IV. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR

This proposal will not have a direct economic impact on the private sector.

V. CONSTITUTIONAL ISSUES

The proposed legislation is clarifying in nature. There are no known constitutional issues.

VI. OTHER INTERESTED PARTIES

The proponents of the legislation have not identified any other interested parties.

1 An act relating to minor clarifications to
2 s. 736.10081, F.S.; revising s.
3 736.10081(1), F.S. to clarify language and
4 add back in language which was inadvertently
5 removed from the original legislation;
6 revising s. 736.10081(3), F.S. to clarify
7 language and correct typographical errors in
8 this subsection; and revising s.
9 736.10081(4), F.S. to clarify language and
10 correct typographical errors in this
11 subsection.
12

13 Be It Enacted by the Legislature of the State of Florida:
14

15 Section 1. Subsection (1) of Section 736.10081, Florida
16 Statutes, is revised to read:

17 736.10081 Nonjudicial settlement and discharge of a
18 trustee; disclosure; objections.-

19 (1) A trustee who is in substantial compliance with the
20 duty to inform and account under s. 736.0813 may obtain a
21 settlement of the trustee's ~~his or her~~ accounts and be
22 discharged pursuant to this section when either of the
23 following occurs more than 6 months after the trustee's
24 acceptance:

25 (a) The trust terminates.

26 (b) A trustee resigns or is removed from the trust.
27

28 Section 2. Subsection (3) of Section 736.10081, Florida
29 Statutes, is revised to read:

30 (3) The trustee may ~~shall~~ also send the trust disclosure
31 document described in subsection (2) to any other person
32 who the trustee reasonably believes would be affected by
33 the trust disclosure document. The trust disclosure
34 document and any objections must be sent in compliance with
35 the notice requirements of s. 736.0109, except that s.
36 736.0109(3) shall ~~does~~ not apply.

37
38 Section 3. Subsection (4) of Section 736.10081, Florida
39 Statutes, is revised to read:

40 (4) This section shall ~~does~~ not apply if the trustee
41 receives a written objection within 60 days after the
42 recipient's receipt of ~~sending~~ the trust disclosure
43 document. An objection does not need to state the grounds
44 for the objection or be in any particular form.

45
46 Section 4. Effective date. This act is intended to
47 clarify existing law and shall apply to all trusts which
48 are irrevocable after the effective date of s.
49 736.10081(3), F.S. This act shall take effect upon becoming
50 a law.

60

61

62

63



The Florida Bar

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Joshua E. Doyle
Executive Director

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REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for Section Committees to seek approval for Section legislative or political activities.
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 - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
 - If comments have been received from another interested group, the comments must be included.
 - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
 - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
 - The proposal will then need to be presented at the Division Round Table.
 - Then, published as an Information Item to the Executive Council.
 - Then, published as an Action Item to the Executive Council.

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LEGISLATIVE POSITION REQUEST FORM

GOVERNMENTAL AFFAIRS OFFICE

Date Form Received _____

GENERAL INFORMATION

Submitted by: *(name of Section Committee)* _____ Principal and Income Committee
of the Real Property, Probate and Trust Law Section

Contact: *(Name of Committee Chair(s), address and phone number)* _____ Keith B. Braun,
Comiter Singer Baseman & Braun, 3825 PGA Blvd, Ste 701, West Palm Beach, FL 33401,
(561) 626-2101
Susan Kubar, Fifth Third Wealth Advisors, 4010 W Boy Scout Blvd, Suite 280, Tampa, FL
33607, (813) 666-1764

(Name of Sub-committee Chair, if any, address and phone number, if any) _____

PROPOSED ADVOCACY

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

1. Proposed Wording of Legislative Position for Official Publication

Support changes to the Florida Uniform Fiduciary Income and Principal Act; amending certain sections of c. 738 to correct typographical errors, delete inadvertent carryforward provisions from the prior Florida Uniform Principal and Income Act; expand the applicability of the Act to both inter vivos and testamentary marital trusts; amend s. 738.413, F.S. to correspond with s. 732.2125, F.S.; amend s. 738.505(3), F.S. to codify the change made by the Division of Law Revision so that the revisor note can be removed; amend s. 738.506(5), F.S. for clarity; and amend s.738.804, F.S. to correct applicability and provide transition rules

2. Political Proposal

N/A

3. Reasons For Proposed Advocacy

- a. Per SBP 9.50(a), does the proposal meet all three of the following requirements?
(select one) ☒ Yes ☐ No
- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;

- It is beyond the scope of the Section/Bar's permissible legislative or political activity, **or** within the Section/Bar's permissible scope of legislative or political activity **and** consistent with an official Section/Bar position on that issue; **and**
- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

b. Additional Information: _____

REFERRALS TO OTHER COMMITTEES, DIVISIONS & SECTIONS/VOLUNTARY FLORIDA BAR GROUPS

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List** all Bar committees, divisions, sections and voluntary bar **groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose.

The proposal has been shared with (1) the following Real Property Probate and Trust Law Section of the Florida Bar committees: Estate and Trust Tax Planning Committee on May 12, 2026, the Trust Law Committee on May 8, 2026 and the IRA, Insurance and Employee Benefits Committee on May 7, 2026; (2) the Tax Section of the Florida Bar on May 7, 2026; (3) the Florida Institute of CPAs on May 7, 2026; and (4) the Florida Bankers Association on May 7, 2026.

CONTACTS

Legislation Committee Appearance *(list name, address and phone #)*

Travis Hayes, Legislation Committee Co-Chair, c/o Gunster, Yoakley & Steward, PA, 5551 Ridgewood Dr, Ste 501, Naples, FL 34108 Telephone 239-514-1000

Branda Ezell, Legislation Committee Co-Chair, c/o Ezell Law Firm, PA, 12276 San Jose Blvd., #126, Jacksonville, FL 32223 Telephone 904-432-3201

Appearances before Legislators *(list name and phone # of those having direct contact before House/Senate committees)*

Peter M. Dunbar, Martha J. Edenfield and H. French Brown, IV
c/o Jones Walker LLP, 106 E. College Avenue, Suite 1200, Tallahassee, FL 32301

Meetings with Legislators/staff *(list name and phone # of those having direct contact with legislators)*

**PRINCIPAL AND INCOME COMMITTEE OF
THE REAL PROPERTY, PROBATE AND TRUST
LAW SECTION OF THE FLORIDA BAR
WHITE PAPER ON PROPOSED CHANGES TO
THE FLORIDA UNIFORM FIDUCIARY INCOME
AND PRINCIPAL ACT (Chapter 738)**

I. SUMMARY

The proposed legislation makes corrective changes to Florida’s Uniform Fiduciary Income and Principal Act (“UFIPA”), Chapter 738 of the Florida Statutes,¹ which was adopted in 2024.

II. CURRENT SITUATION

In 2024, Florida adopted UFIPA, which became effective on January 1, 2025. During the legislative process, certain changes were unintentionally made to UFIPA. In addition, practitioners working with UFIPA have discovered a few instances where UFIPA would benefit from minor corrections.

III. EFFECT OF PROPOSED CHANGES

The proposed legislation corrects the unintentional changes made to UFIPA and makes other minor changes.

- A. Sections 738.201(1)(a), 738.203(5)(e), 738.505(3) and 738.508(3) are changed to delete a mistakenly added word.
- B. Section 738.303(1)(b) is changed to correct a mistakenly altered word.
- C. Section 738.201(6), a holdover provision from the prior statute, is deleted as no longer necessary as the provision is covered by Sections 738.104 and 738.804.
- D. Section 738.409(1)(b) is changed to expand the definition of marital trust to include lifetime gifts to trusts qualifying for the marital deduction, as well as marital trusts qualifying for the marital deduction under state law.
- E. Section 738.413 is changed to confirm that a spouse’s right to require that property be made productive of income applies to all trusts created by an election to take an elective share.
- F. Section 738.506(5) is modified to confirm the treatment of a reimbursement of federal or state income tax pursuant to Section 736.08145.

¹ All references are to the Florida Statutes.

- G. Section 738.804 is modified to correct that UFIPA applies to receipts received and disbursements made on or after January 1, 2025 and to provide transition rules for undistributed income as of December 31, 2024, lookback periods that include accounting periods prior to January 1, 2025 and determining whether additional money or property received from an investment entity would have been considered income in accounting periods prior to January 1, 2025.

IV. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

The proposed legislation should not have a fiscal impact on state and local governments.

V. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR

Adoption of the proposed legislation would benefit members of the private sector by creating greater certainty.

VI. CONSTITUTIONAL ISSUES

It is not anticipated that this legislation will raise constitutional issues.

VII. OTHER INTERESTED PARTIES

In preparing this proposal, this committee worked with the Florida Bankers Association and the Florida Institute of CPAs. This committee has also consulted with the Tax Section of the Florida Bar and members of the Tax Section were members of this committee.

1 An act relating to the Florida Uniform Fiduciary Income and
2 Principal Act; amending s. 738.201(1)(a), F.S. to correct a
3 typographical error; deleting s. 738.201(6), F.S. as an
4 inadvertent carryforward from the prior Florida Uniform
5 Principal and Income Act; amending s. 738.203(5)(e), F.S.
6 to correct a typographical error; amending s.
7 738.303(1)(b), F.S. to correct a typographical error;
8 amending s. 738.409(1)(b), F.S. to expand its applicability
9 to both inter vivos and testamentary marital trusts;
10 amending s. 738.413, F.S. to correspond with s. 732.2125,
11 F.S. as that section provides that the elective share
12 election may be made not just by the surviving spouse but
13 also by certain others on behalf of the surviving spouse;
14 amending s. 738.505(3), F.S. to codify the change made by
15 the Division of Law Revision so that the revisor note can
16 be removed; amending s. 738.506(5), F.S. for clarity;
17 amending s. 738.508, F.S. to correct a typographical error;
18 and amending s.738.804, F.S. to correct applicability and
19 provide transition rules.

20
21 Section 1. Paragraph (a) of subsection (1) of section
22 738.201, Florida Statutes, is amended to read:

23
24 <<FL ST § 738.201(1)(a)>>
25

26 (a) Act in good faith, based on what is a fair and
27 reasonable fee to all beneficiaries;
28

29 Section 2. Subsection (6) of section 738.201, Florida
30 Statutes, is deleted:
31

32 <<FL ST § 738.201(6)>>
33

34 ~~(6) Except as provided in ss. 738.301-738.310, this chapter~~
35 ~~pertains to the administration of a trust and is applicable~~
36 ~~to any trust that is administered in this state or under~~
37 ~~its law. This chapter also applies to any estate that is~~
38 ~~administered in this state unless the provision is limited~~
39 ~~in application to a trustee, rather than a fiduciary.~~
40

41 Section 3. Paragraph (e) of subsection (5) of section
42 738.203, Florida Statutes, is amended to read:
43

44 <<FL ST § 738.203(5) (e)>>
45

46 (e) Possessing or exercising the power would cause all or
47 part of the value of the trust assets to be included in the
48 gross estate of an individual for federal ~~real~~ estate tax
49 purposes and the assets would not be included in the gross

estate of the individual if the fiduciary did not possess
the power to adjust;

Section 4. Paragraph (b) of subsection (1) of section
738.303, Florida Statutes, is amended to read:

<<FL ST § 738.303(1) (b)>>

(b) Change the percentage or method used to calculate a
unitrust amount for a unitrust if the fiduciary adopts in a
record a unitrust policy or an amendment or replacement of
a unitrust policy providing ~~charges~~ changes in the
percentage or method used to calculate the unitrust amount.

Section 5. Paragraph (b) of subsection (1) of section
738.409, Florida Statutes, is amended to read:

<<FL ST § 738.409(1) (b)>>

(b) "Marital trust" means a trust:

1. Of which the settlor's ~~surviving~~ spouse is the only
current income beneficiary and is entitled to a
distribution of all the current net income of the trust;
and

74 2. That qualifies for a marital deduction with respect to
 75 the settlor or the settlor's estate under the Internal
 76 Revenue Code or comparable law of any state because:

77 a. An election to qualify for a marital deduction under s.
 78 2523(f) or s. 2056(b) (7) of the Internal Revenue Code has
 79 been made;

80 b. The trust qualified for a marital deduction under s.
 81 2523(e) or s. 2056(b) (5) of the Internal Revenue Code; or

82 c. The trust otherwise qualifies for a marital deduction.
 83

84 Section 6. Section 738.413, Florida Statutes, is amended to
 85 read:
 86

87 <<FL ST § 738.413>>
 88

89 738.413 Marital deduction property not productive of
 90 income.—

91 (1) If a trust received property for which a gift or estate
 92 tax marital deduction was allowed, or if a trust received
 93 property satisfying the requirements of s. 732.2025 (2) (a)
 94 and (c), and such property has been used in whole or in
 95 part to satisfy an election ~~by a surviving spouse~~ under
 96 s. ~~732.2125~~ 732.201, and the settlor's spouse holds a
 97 mandatory income interest in the trust, the spouse may
 98 require the trustee, to the extent that the trust assets

otherwise do not provide the spouse with sufficient income from or use of the trust assets to qualify for the deduction, or to satisfy an election ~~by a surviving spouse~~ under s. ~~732.2125~~ 732.201, to make the property productive of income within a reasonable time. The trustee may:

(a) Convert property to property productive of income within a reasonable time;

(b) Exercise the power to adjust under s. 738.203;

(c) Exercise the power to convert to or from a unitrust under s. 738.303; or

(d) Exercise the fiduciary's authority under the terms of the trust to otherwise provide the ~~surviving~~ spouse with sufficient income from the trust assets, or the use of the trust assets, to qualify for the marital deduction, or to satisfy an election ~~by a surviving spouse~~ under s. ~~732.2125~~ 732.201.

(2) The trustee may decide which action or combination of actions listed in subsection (1) to take.

(3) Subsection (1) shall apply even though, in the case of an elective share trust under s. 732.2025(2), a gift or estate tax marital deduction election is not made or is only partially made.

(4) The terms of a trust as defined in s. 738.102 may not supersede this section unless such terms explicitly reference this section.

Section 7. Subsection (3) of section 738.505, Florida Statutes, is amended to read:

<<FL ST § 738.505(3)>>

(3) If an asset whose ownership gives rise to a principal disbursement becomes subject to a successive interest after an income interest ends, the fiduciary ~~to~~ may make transfers under subsection (1).

Section 8. Subsection (5) of section 738.506, Florida Statutes, is amended to read:

<<FL ST § 738.506(5)>>

(5) Subject to the limitations and excluded assets provided under s. 736.08145, a reimbursement of state or federal income tax elected to be made by a fiduciary pursuant to s. 736.08145 must be allocated and paid ~~under paragraphs~~ (3)(a) and (b) in accordance with subsections (1)-(3) as if the fiduciary had paid the tax.

Section 9. Subsection (3) of section 738.508, Florida Statutes, is amended to read:

<<FL ST § 738.508(3)>>

(3) This section does not apply to the extent that it is inconsistent with the instrument creating the estates, the agreement of the parties, or the specific direction of the Internal Revenue Code ~~taxing~~ or other applicable law.

Section 10. Section 738.804, Florida Statutes, is amended to read:

<<FL ST § 738.804>>

738.804 Application.

(1) Except as provided in the terms of the trust or this chapter, this chapter shall apply to any receipt or expense received or incurred and any disbursement made on or after January 1, 2025, by any trust or estate, whether ~~established~~ created before, on or after January 1, 2025, and whether the asset involved was acquired by the trustee or personal representative before, on or after January 1, 2025. Receipts or expenses received or incurred and disbursements made before January 1, 2025, must be governed by the law of this state in effect at the time of the

event, except as otherwise expressly provided in the terms of the trust or in this chapter.

(2) The following transition rule shall apply to trusts created before January 1, 2025:

(a) If any trust created before January 1, 2025, had any undistributed income as of December 31, 2024, a fiduciary may add part or all of the undistributed income to principal, unless otherwise provided by the terms of the trust.

(b) In applying sections 738.401(7) and 738.401(11) to a lookback period that includes accounting periods prior to January 1, 2025, the fiduciary shall determine income during the lookback period consistent with the law in this state in effect prior to January 1, 2025.

(c) In applying section 738.401(10)(b), a fiduciary shall determine whether additional money or property received from the investment entity would have been considered income in accounting periods prior to January 1, 2025, consistent with the law in this state in effect prior to January 1, 2025.

Section 11. These changes shall be effective upon becoming a law.



The Florida Bar

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Executive Director

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REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as “activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate.”
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee’s white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
 - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
 - If comments have been received from another interested group, the comments must be included.
 - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
 - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
 - The proposal will then need to be presented at the Division Round Table.
 - Then, published as an Information Item to the Executive Council.
 - Then, published as an Action Item to the Executive Council.

651 East Jefferson Street • Tallahassee, FL 32399-2300 • FAX: (850) 561-9405

General Information

Submitted by: (name of Section Committee) RPPTL Probate Law and Procedure Committee

Contact: (Name of Committee Chair(s), address and phone number Chair Ben Diamond – The Diamond Law Firm, P.A., 150 2nd Ave N, Suite 570, St. Petersburg, FL 33701 (727) 823-1400, Legislative Committee Co-Chair Travis Hayes – Gunster, 5551 Ridgewood Drive, Suite 501, Naples, FL 34108 (239) 514-1000

Proposed Advocacy

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

1. Proposed Wording of Legislative Position for Official Publication

Support legislation that modifies and clarifies the role of curators or courts in probate administration proceedings and corrects inadvertent errors in recent amendment to Fla. Stat. Section 733.501 to avoid conflicts with existing law, unnecessary probate filings, increased costs, or additional burdens on the court system.

2. Political Proposal

N/A.

3. Reasons For Proposed Advocacy

a. Per SBP 9.50(a), does the proposal meet all three of the following requirements? (select one) X Yes No

- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;
- It is beyond the scope of the Section/Bar's permissible legislative or political activity, **or** within the Section/Bar's permissible scope of legislative or political activity **and** consistent with an official Section/Bar position on that issue; **and**
- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

b. Additional Information: N/A

Referrals to Other Committees, Divisions & Sections/Voluntary Bar Groups

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be

interested in the issue. **List** all Bar committees, divisions, sections and voluntary bar **groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose. Elder Law Section of the Florida Bar, Florida Bankers Association

Contacts

Legislation Committee Appearance *(list name, address and phone #)*

Travis Hayes – Gunster, 5551 Ridgewood Drive, Suite 501, Naples, FL 34108 (239) 514-1000

Appearances before Legislators *(list name and phone # of those having direct contact before House/Senate committees)*

Peter M. Dunbar, Martha J. Edenfield, and H. French Brown, IV

c/o Jones Walker, 106 E. College Avenue, Suite 1200, Tallahassee, FL 32301-7741

Telephone 850-214-5100

Meetings with Legislators/staff *(list name and phone # of those having direct contact with legislators)*

Real Property, Probate and Trust Law Section of the Florida Bar

White Paper in Support of Proposed Changes to Section 733.501, Florida Statutes “Curators of Estates”

I. SUMMARY

Section 733.501, Florida Statutes was significantly revised during the 2026 legislative session. This legislation (the “New Act”) did not originate with the Real Property, Probate and Trust Law Section of The Florida Bar (“RPPTL Section”). While the RPPTL Section did provide technical advice, and worked with the bill sponsor, many of the changes suggested by the RPPTL Section were not included in the New Act. As a result, the New Act contains certain “glitches” that broadly, and the RPPTL Section believes perhaps unintentionally, affect and unnecessarily complicate the way in which decedents’ Florida estates are administered. The RPPTL Section is proposing a Glitch Bill to refine the New Act and assure that estates can continue to be effectively and expeditiously administered in instances where the issuances of letters are otherwise delayed.

II. CURRENT SITUATION

Florida probate courts have the authority under *Fla. Stat.* § 733.501 to appoint a curator to protect the estate in appropriate circumstances. The Florida Probate Code defines a curator as a person “appointed by the court to take charge of the estate of a decedent until letters are issued.” *Fla. Stat.* § 731.201(8). The case law indicates while “the [specific] circumstances calling for the appointment of a curator are not specified in the statute; a typical situation is where there is a delay in the appointment of a personal representative and a fiduciary is needed to take charge of the estate assets.” *In Re Estate of Miller*, 568 So.2d 487 at 489 (Fla. 1st DCA 1990). There are numerous reasons why there may be a delay in the appointment of a personal representative. For example, if the nominated personal representative cannot be located or the beneficiaries who are entitled to select the personal representative under *Fla. Stat.* § 733.301 are unknown, it may be necessary to appoint a curator to temporarily take charge of the estate. In other cases, there may be challenges to the validity of the last will and testament pending which prevent the appointment of a personal representative or the nominated personal representative(s) may be a non-resident or otherwise unqualified to serve.

The appointment of a curator is intended to be temporary by its nature. *See In re Estate of Sale*, 227 So.2d 199 (Fla. 1969) (noting that a curator is “ordinarily appointed only as a temporary expedient to take possession of and preserve the assets of the estate until a personal representative may be appointed.”) The appointment of a curator by a court is also intended to be in accordance with the well-established and longstanding provisions that there also cannot be a curator and a personal representative. Once the personal representative is appointed, the curator is required to surrender the assets of the estate to the personal representative within 30 days after issuance of letters of administration to the personal representative. *Fla. Prob. R.* 5.122(e).

In granting letters of administration, and selecting a personal representative, the Court must follow the order of preference set forth in *Fla. Stat.* § 733.301. For testate estates, the personal representative nominated by the will (or his or her successor), followed by the person selected by a majority in interest of the persons entitled to the estate, is entitled to preference in appointment. *Fla. Stat.* § 733.301(1)(a). Unless the nominated personal representative is “expressly disqualified,” the court has no discretion to refuse to appoint the individual nominated under the will. *Pontrello v. Estate of Kepler*, 528 So.2d 441 at 442 (Fla. 2d DCA 1988). The appointment of a curator cannot be used to avoid the otherwise required appointment of the individual nominated under the will “without proof that such an extraordinary measure [is] necessary.” *In Re Estate of Miller*, 568 So.2d at 489. The mere fact that an interested party disagrees that the nominated personal representative should serve or that some more qualified might exist, is not a valid basis for the appointment of a curator. *Pontrello v. Estate of Kepler*, 528 So.2d 441 at 444. For intestate estates, the Court shall give preference first to appoint the decedent’s surviving spouse and heirs, in that order. *Fla. Stat.* § 733.301(1)(b).

The Florida Probate Code also has strict and long-standing requirements as to who may serve as personal representative of an estate. See *Fla. Stat.* § 733.301 -733.304. For example, a personal who has been convicted of a felony, has been convicted in any state or foreign jurisdiction of abuse, neglect, or exploitation of an elderly person or a disabled adult, a person who is mentally or physically unable to perform the duties or is under the age 18 cannot serve as personal representative in Florida. *Fla. Stat.* § 733.303. Additionally, non-residents of Florida must be the legally adopted child or adoptive parent of the decedent, related by lineal consanguinity to the decedent, or a spouse or a brother, sister, uncle, aunt, nephew, or niece of the decedent or someone related by lineal consanguinity to any such person; or the spouse of a person otherwise qualified under this section. The New Act by its plain language makes no reference to these requirements and presumably permits an otherwise unqualified individual to act as a fiduciary for the estate. *Fla. Stat.* § 733.304.

Provided the appropriate basis exists for the appointment, any interested person can petition the probate court and request the Court appoint a curator. This has not changed under the New Act. However, the New Act does change the type of notice of the petition that is required and upon whom the notice must be served before a curator can be appointed. In the past, formal notice was required to be served upon the person apparently entitled to letters of administration, but the court had the option to proceed without notice, formal or otherwise, in certain emergency situations where there was great danger that any of the decedent’s property was likely to be wasted, destroyed, or removed beyond the jurisdiction of the court and where the appointment of a curator would be delayed by giving notice. Under the New Act, the pre-existing formal notice language has been moved to an introductory paragraph, which applies in all instances where a curator is appointed with no allowance for the previous exceptions to the requirement; and a new (additional) notice requirement was created under section 1(a), which now also requires “notice to other interested persons as the court deems appropriate.” *Fla. Stat.* § 733.501(1)(a). Presumably, this new requirement refers to informal, not formal notice, which fails to ensure that the notice is actually received by the proper parties, and fails to establish a clear definition of who will be entitled to notice as it is left up to the court’s discretion.

The appointment of a curator in emergency situations is also inadvertently hindered by the New Act. Under *Fla. Stat.* § 733.501(1)(b), the court retains the authority to act in the same emergency circumstances described above; however, the statute waives notice only to other interested persons *Fla. Stat.* § 733.501(1)(b). Even in emergency situations, formal notice must still be served on the person apparently entitled to letters. While the RPPTL Section strongly supports requiring formal notice, rather than informal notice, of a petition for appointment of a curator, a limited exception - similar to the one that existed under the prior law- is essential in emergency situations. Unlike informal notice that is complete upon mailing, formal notice is not complete until receipt by the person being served. Moreover, when the person who must be served is not represented by an attorney (which in most cases they will not be), the rule requires service by a commercial delivery service or other form of mail requiring a signed receipt or service by civil process. *Fla. Prob. R.* 5.040(3)(B)(i) & (ii). Consequently, if the person apparently entitled to letters cannot be located, is unknown, refuses delivery, or declines to sign for receipt, service cannot be completed or may be significantly delayed while alternative methods of service are pursued. In an emergency, these procedural obstacles may prevent the prompt appointment of a curator, thereby frustrating the very purpose of the curator statute.

The inability of the court to appoint a curator without formal notice upon the person apparently entitled to letters is also inconsistent with *Fla. Prob. R.* 5.122 which provides in relevant part that the court “may appoint a curator sua sponte” and also that: “If it is likely the decedent’s property will be wasted, destroyed, or removed beyond the jurisdiction of the court and if the appointment of a curator will be delayed by giving notice, the court may appoint a curator without notice.” *Fla. Prob. R.* 5.122(a) & (c). It is clear that the Florida Probate Code contemplated that the court should have the ability to appoint a curator without notice in emergency situations.

In addition to the change in the notice requirements, the New Act moved the language regarding the court’s authority to authorize the Curator “to perform any duty or function of a personal representative” to the end of section (1)(a). Presumably, this now applies only to curators that are appointed with notice to other interested persons and not to curators appointed under emergency circumstances under section (1)(b). This begs the question of what powers a curator appointed under emergency circumstances can then be given or what functions they can perform.

The New Act also adds a new section (1)(c) which provides “In any other proper case, the court may appoint a curator when deemed necessary to protect the interests of the estate or a decedent’s heirs.” *Fla. Stat.* § 733.501(1)(c). It is unclear what, if anything, this section adds to the statute as the court has already clearly been given this power in section (1)(a). The new section does not (and should not) provide that the appointment can be made without notice and lacks any protection to justify an appointment that differs from section (1)(a).

The New Act further creates a new subsection (7) that requires the filing of “reports” by the curator. “Reports” is not a term that is otherwise defined or utilized in the current Florida Probate Code. The only direction provided in the statute is a statement that the “reports must detail the actions taken by the curator in managing the estate” and can be required by the court at any time. The Florida Probate Code including the probate rules, otherwise already provide for well-defined inventories and accountings that are required to be filed and served on all interested parties. For example, *Fla. Prob. R.* 5.122(b) requires “Before letters of curatorship are issued, the curator

shall file a designation of resident agent and acceptance, and an oath, as required for personal representatives under these rules.” Additionally, subsection (e) of that same rule requires that within 30 days after issuances of letters of curatorship, the curator shall file an inventory” and within 30 days of the issuance of letters of administration to a personal representative, the curator must “account for and deliver all assets in the curator’s possession to the personal representative. *Fla. Prob. R. 5.122(e)*. Subsection (g) then clearly states that curators “shall be subject to the provisions of the rules and other applicable laws applicable to personal representatives.” *Fla. Prob. R. 5.122(g)*. If the court suspects the curator is not acting in the best interest of the estate or any interested person feels that additional information is needed, any interested person may petition the court, or the court on its own motion may require, an interim accounting or status conference. . *Fla. Prob. R. 5.150, Fla. Prob. R. 5. 345*. All interested persons then have the opportunity to review and, if necessary, file an objection to the interim accounting within 30 days of service thereof. *Fla. Prob. R. 5.345(c)*. This new vague and undefined reporting requirement included in the New Act causes uncertainty and complicates the administration of estates in an area where the Florida Probate Code already provides adequate protections through well-defined inventories and accountings that are required to be filed and served on all interested parties.

Finally, the New Act under paragraph (2) now requires all curators, other than corporate fiduciaries serving as curator, to post bond unless waived by the court. This creates a practical problems that is likely to unnecessarily complicate probate administrations in Florida, adding to the expense of probate administration. Where the assets of the estate are non-liquid, or the curator has no ability to make distributions of assets of the estate under the powers designated by the court, there may not be the need for the curator to post a bond. The requirement that all curators post bond will also delay the appointment of a curator in situations where a curator may be needed on an expedited basis.

While protections are necessary to avoid abuse in the appointment of a curator, that must be balanced against unnecessarily imposing limitation on the court’s power to appoint a curator without delay when there is in fact a valid extraordinary circumstance that must be addressed immediately. The New Act inadvertently frustrates this purpose by potentially delaying the appointment and in some cases making it difficult or even impossible to secure the appointment of a curator in a timely and efficient manner. It also inserts vague and unclear reporting requirements that are not otherwise fully defined. While it is important to clearly define the powers and corresponding duties of a curator, the New Act also appears to impede the court’s ability to limit the powers of a curator appointed under emergency circumstances, and fails to impose fiduciary duties on the curator which would alleviate the need for the otherwise vague reporting

III. SUMMARY OF SIGNIFICANT CHANGES MADE BY PROPOSED ACT

The Proposed Act will resolve the issues inadvertently created by the New Act and allow for the efficient and effective administration of estates in situations where the appointment of a personal representative is otherwise delayed. First, the Proposed Act moves the language related to the powers and duties of a curator from subsection 1(a) and creates a new subsection (3) that will clearly restore the ability of the court to define the duties and powers given to a curator in all instances where a curator is appointed, regardless of what type of notice, if any, is provided. This permits the court to narrowly tailor the curator’s appointment to properly fit each matter on a case-

by-case basis. For example, if the curator is needed merely to marshal the asset and protect the estate from being otherwise wasted, destroyed, or removed beyond the jurisdiction of the court until such time as the person otherwise entitled to letters can be located, the court can limit the duties and powers of the curator to those duties. Alternatively, if the parties believe there will be protracted litigation over the validity of the will, the curator's authority can be expanded to include all duties and obligations of a personal representative other than the power to make distribution to beneficiaries without prior court authority. This allows the court to permit the efficient administration of the estate during the litigation while protecting the assets for the individuals determined to be the true beneficiaries of the estate. Importantly, the new subsection (3) also clearly imposes the corresponding duties and obligations of a personal representative for any functions the curator is authorized to perform, which is consistent with *Fla. Prob. R. 5.122*, thereby providing well established protection and procedures to the estate and its beneficiaries. Finally, this new language also clarifies that if a curator's authority is limited, so are the duties and obligations that are imposed upon them, thereby narrowly tailoring their fiduciary duties.

The Proposed Act also resolves the notice issues created by the New Act. The formal notice requirement is moved from the introductory paragraph to Subsection 1(a) and expanded to provide for the same method of notice on all persons entitled to notice of the petition. By appropriately placing the formal notice requirement to require formal notice on all persons entitled to notice, the Proposed Act preserves the longstanding public policy in Florida and alleviates constitutional due process concerns. As the Second District Court of Appeal stated: "A judge treads on sacred ground, not only when he overrides the testator's directions regarding the custody of his children, but also when he overrides the testator's directions regarding the appointment of the person in whom the decedent placed his trust to administer his estate according to the powers given in the will." *Pontrello v. Estate of Kelper*, 528 So.2d 441, 443 (Fla. 2nd DCA 1988).

Further preserving that same right, the Proposed Act also redefines the class of individuals entitled to notice to include all "known beneficiaries" rather than all "interested persons, as the court deems appropriate." The term "interested persons" is a broad term that changes depending on the circumstances and may include potential creditors and other parties who might be hard to define or locate at the time of filing the petition for appointment of a curator. Additionally, the addition of the language "as the court deems appropriate" complicates the issue and inappropriately implies that a court could determine no notice is required without otherwise finding the requisite emergency requirements of subsection 1(b) apply. Conversely, the reference to all "known beneficiaries" allows notice to all individuals who would otherwise have priority to nominate a personal representative, who are the parties who have an interest in the appointment of a curator, but does not otherwise unnecessarily expand the class of individuals required to receive notice.

Section 1(b) is also revised to clearly provide to the court the ability to appoint a curator without notice under the limited circumstances where the court finds that "there is a significant danger that any of the decedent's property is likely to be wasted, destroyed, or removed beyond the jurisdiction and the curator would be unnecessarily delayed by giving formal notice." Again, this exception must be narrowly tailored to assure that it does not contradict the long standing policy recognizing the importance of respecting the testator's selection of his or her own nominated personal representative while balancing the need for protection in estates where there is a true emergency need for a fiduciary to temporarily assume the duties until nominated personal

representative can be appointed. Therefore, to assure this exception is only used in appropriate extraordinary circumstances, additional language has also been added to require that in circumstances where a curator is appointed without notice under an emergency situation, “the court must specifically identify in the order appointing curator the significant danger it found to exist.”

Subsection (c), which does not appear to add anything to the statute, and merely causes confusion in the application of the statute, has also been deleted.

To further prevent abuse of the curator statutes, a new subsection (2) has been added to clarify that a curator, who is by the nature of the appointment serving in the place of a personal representative, must meet the qualifications required under the relevant sections of the Florida Probate Code to act as a personal representative. This assures individuals who are otherwise unqualified to act as personal representatives do not merely seek appointment as curator to avoid the requirements of *Fla. Stat.* §§ 733.303 & 304. Under *Fla. Stat.* § 733.303, a person who has been convicted of a felony, has been convicted in any state or foreign jurisdiction of abuse, neglect, or exploitation of an elderly person or a disabled adult, a person who is mentally or physically unable to perform the duties or is under the age 18 cannot serve as personal representative in Florida. *Fla. Stat.* § 733.303. Additionally, non-residents of Florida must be the legally adopted child or adoptive parent of the decedent, related by lineal consanguinity to the decedent, or a spouse or a brother, sister, uncle, aunt, nephew, or niece of the decedent or someone related by lineal consanguinity to any such person; or the spouse of a person otherwise qualified under this section. *Fla. Stat.* § 733.304. While *Fla. Prob. R.* 5.122(g) states that the curator shall be subject to the probate rules and other applicable law concerning personal representatives, the absence of a clear statement regarding the application of *Fla. Stat.* §§ 733.303 & 3034 in the curator statute, many practitioners have argued that individuals who were otherwise unqualified to serve as personal representative could be appointed to serve as curator, creating an unintended conflict between the rules and statutes. The Proposed Act closes that loophole.

The Proposed Act also returns the discretion to the court of whether to require the curator to post bond and clarifies when the provisions of *Fla. Stat.* §733.617 should be applied in determining compensation of a curator.

Finally, the Proposed Act clarifies the type and nature of reports required to be filed by a curator to provide consistency and clarity for practitioners and the judiciary. In standard cases, the Proposed Act clarifies that curators are required to file an inventory and accountings as required by the Florida Probate Rules. The Proposed Act also preserves the expanded ability of the court to order the curator to file additional accountings, reports or more frequent reporting or additional documentation as it deems necessary to protect the interests of the estate.

IV. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

The proposal does not have a fiscal impact on state or local governments.

V. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR

The proposal does not have a direct impact on the private sector.

VI. CONSTITUTIONAL ISSUES

There appears to be no constitutional issues raised by this proposal.

VII. OTHER INTERESTED PARTIES

Elder Law Section and Florida Bankers Association.

1 A bill to be entitled

2 An act relating to curators of estates; amending s.
3 733.501, F.S.; revising the authorization for a court to
4 appoint a curator of estates; clarify notice
5 requirements for the appointment of a curator;
6 clarifying the powers and duties of a curator appointed
7 by the court; clarifying reports and other documents
8 requiring to be filed by a curator; providing an
9 effective date.

10
11 Be It Enacted by the Legislature of the State of Florida:

12
13 Section 1. Section 733.501, Florida Statutes, is
14 amended to read:

15 733.501 Curators.—

16 (1) APPOINTMENT OF A CURATOR. When it is necessary
17 to protect the estate or the beneficiaries, the court
18 may appoint a curator ~~after formal notice to the person~~
19 ~~apparently entitled to letters of administration~~ as
20 follows:

21 (a) The court may appoint a curator after formal
22 notice to the person apparently entitled to letters of
23 administration and all known beneficiaries. ~~after notice~~
24 ~~to other interested persons as the court deems~~
25 ~~appropriate. The curator may be authorized to perform~~
26 ~~any duty or function of a personal representative.~~

27 (b) Notwithstanding the notice requirement in
28 (1)(a), if the court finds that there is significant
29 danger that any of the decedent's property is likely to
30 be wasted, destroyed, or removed beyond the jurisdiction
31 of the court and ~~if~~ the appointment of a curator would

32 be unnecessarily delayed by giving formal notice to the
 33 person apparently entitled to letters of administration
 34 and known beneficiaries, the court may appoint a curator
 35 without ~~giving notice to other interested persons.~~ If
 36 a curator is appointed without notice, the court must
 37 specifically identify in the order appointing curator
 38 the significant danger it found to exist.

39 ~~(c) In any other proper case, the court may~~
 40 ~~appoint a curator when deemed necessary to protect the~~
 41 ~~interests of the estate or a decedent's heirs.~~

42 (2) QUALIFICATIONS OF A CURATOR. A curator must
 43 meet the qualifications required to act as a personal
 44 representative in this state.

45 (3) POWERS AND DUTIES OF A CURATOR. A Curator may
 46 be authorized by the court to perform any or all
 47 functions of a personal representative. The Curator
 48 shall have all corresponding duties and obligations of
 49 a personal representative for any functions which the
 50 curator is authorized by the court to perform.

51 ~~(2)(4) BOND REQUIREMENTS. Unless waived by the~~
 52 ~~court, curators must post a reasonable bond in an amount~~
 53 ~~to be determined by the court. However, bonds are not~~
 54 ~~required for banks and trust companies that serve as~~
 55 ~~curators.~~ Bond shall be required of the curator as the
 56 court deems necessary. No bond shall be required of banks
 57 and trust companies as curators.

58 ~~(3)(5) COMPENSATION.~~ Curators are allowed
 59 reasonable compensation for their services, and the
 60 court may consider s. 733.617 in determining the amount
 61 of reasonable compensation of the curator.

62 ~~(4)~~(6) REMOVAL AND SURCHARGE.—Curators are subject
63 to removal and surcharge by the court.

64 ~~(5)~~(7) COURT REVIEW.—

65 (a) The curator shall file an inventory and
66 accountings reports with the court as required by the
67 Florida Probate Rules. ~~when the court deems it~~
68 ~~necessary. Such reports must detail the actions taken by~~
69 ~~the curator in managing the estate. The court shall~~
70 ~~review such reports to ensure that the curator is~~
71 ~~effectively managing the estate and fulfilling its~~
72 ~~duties.~~

73 (b) The court may also require the curator to file
74 additional accountings, reports or more frequent
75 ~~reporting or additional~~ documentation ~~as it deems~~
76 ~~necessary to protect the interests of the estate. to~~
77 ensure the curator is acting in accordance with the
78 curator's duties and obligations or to protect the
79 interests of the estate or the beneficiaries.

WHITE PAPER
Rule 4-1.6 Confidentiality of Information

I. SUMMARY

This white paper supports efforts to clarify a lawyer's ethical obligations when the lawyer is served with a subpoena or tribunal order requiring disclosure of client information. Probate and trust practitioners continue to encounter inconsistent treatment of confidentiality and privilege, particularly in litigation involving deceased clients. However, the current proposal to amend Rule 4-1.6 should be revised so that it does not solve an ethics issue by creating a discovery issue.

Florida has long had a testamentary exception to confidential attorney-client privileged communications when the parties are claiming through the same deceased client. As currently drafted, however, the proposed Amendment appears to undermine that evidentiary exception and *require* a lawyer to object to disclosure of confidential information unless disclosure is affirmatively permitted under Rule 4-1.6.

In probate litigation, that approach creates uncertainty where privilege has already been removed by statute for public-policy reasons. It risks giving greater protection to confidential information than to privileged communications, even though section 90.502(4), Florida Statutes, expressly eliminates privilege. The better course is to revise the rule so that, when disclosure is compelled by subpoena or court order, the lawyer must disclose all information that is not privileged and assert privilege only where there is a good-faith basis to do so.

II. CURRENT SITUATION

Florida law has long distinguished between the ethical duty of confidentiality and the evidentiary attorney-client privilege. Rule 4-1.6 broadly governs voluntary disclosure of information relating to the representation of a client. By contrast, the attorney-client privilege applies in judicial and other proceedings in which a lawyer is compelled to testify or produce evidence. The comment to Rule 4-1.6, although non-binding, expressly provides guidance to lawyers when evidence is sought from a lawyer in discovery. See Cmt. Rule 4-1.6 ("The rule of client-lawyer confidentiality applies in situations other than those where evidence is sought from the lawyer through compulsion of law.").

That distinction is especially important in probate and trust litigation. Section 90.502(4), Florida Statutes, already identifies circumstances in which there is no attorney-client privilege, including where a communication is relevant to an issue between parties who claim through the same deceased client, and where a communication is relevant to an issue concerning the intention or competence of a client executing an attested document to which the lawyer is an attesting witness. Those statutory exceptions reflect a legislative policy judgment that, in defined settings,

the truth-seeking function of litigation and the efficient administration of estates outweigh continued invocation of privilege.

The Florida Bar Ethics Opinion 10-3 directly addressed the issue of discovery requests for confidential information from beneficiaries of a deceased client. In 2011, the Professional Ethics Committee requested the Florida Bar Board of Governors to render an advisory opinion on a lawyer's ethical obligation. That opinion concluded as follows:

When under compulsion of a subpoena, the lawyer acts ethically by complying with the subpoena as to any information sought that is not privileged. However, the lawyer should raise the appropriate privilege on behalf of the decedent regarding any information for which there is a good faith basis to raise privilege and request that the court make a determination as to disclosure of the information. As above, the lawyer should not make any disclosure of information which the lawyer believes in good faith to be privileged until the court orders disclosure of the information. If the court finds that the information is not privileged or that an exception to privilege applies, the lawyer may either comply with the order by disclosing the information or "first exhaust all appellate remedies." See Rule 4-1.6(d) and Florida Ethics Opinions 65-7, 70-40, and 71-29.

Florida Ethics Opinions 10-3.

Florida case law is consistent with that framework. In *Vasallo v. Bean*, 208 So. 3d 188 (Fla. 3d DCA 2016), the Third District rejected both privilege and confidentiality objections asserted by a decedent's estate-planning attorney in a will contest. Relying on section 90.502(4)(b) and the comment to Rule 4-1.6, the court held that confidentiality was unavailing where evidence was being sought from the lawyer through compulsion of law.

III. EFFECT OF PROPOSED CHANGES

The current proposal provides as follows:

(d) Tribunal Proceedings.

(1) On service of a subpoena for confidential information related to a client's representation, the receiving lawyer [must raise any privilege under applicable law and] may:

(i) reveal the information if permitted by this rule [and not subject to a privilege under applicable law]; or

(ii) await a ruling from the tribunal on an objection by that lawyer, another party, or both.

(2) If a tribunal orders the lawyer to reveal confidential information, the lawyer may comply with the order. The lawyer may, but is not required to, exhaust all available appellate remedies.

The pending proposal in the Rule 4-1.6 materials responds to a concern by attempting to create a bright-line rule for lawyers who receive subpoenas. But the proposed text as written would allow disclosure only if permitted by Rule 4-1.6 or otherwise require the lawyer to await a tribunal ruling. In practice, that language creates a gap. If the information is not privileged, yet disclosure may not clearly fall within one of the permissive provisions of subdivision (c), the lawyer is effectively pushed toward objection practice based on confidentiality alone. Florida discovery rules do not ordinarily treat confidentiality as a stand-alone bar to discovery. Instead, relevant nonprivileged information is generally discoverable, with protective orders available when special safeguards are warranted.

Instructing a lawyer to object to discovery based only on confidentiality is inconsistent with current law. Under Florida law, confidentiality alone is not a standalone basis to object to discovery when the requested information is relevant and reasonably calculated to lead to admissible evidence.

A revision to Rule 4-1.6 should preserve the goal of ethical clarity while eliminating the risk of evidentiary confusion. The rule should make explicit that, when disclosure is compelled by subpoena or order of a tribunal, the lawyer's task is to evaluate privilege, not to create a new confidentiality-based objection to otherwise discoverable information. This approach would align Rule 4-1.6 with section 90.502, Florida Bar Ethics Opinion 10-3, and *Vasallo*, while preserving a lawyer's ability to seek appellate review if the lawyer believes a tribunal has ordered disclosure of privileged material.

The Committee originally suggested a bright-line revision to the rule that would have created a mandatory disclosure upon service of a subpoena, but such a rule presented unique challenges. This revised proposal suggests directly incorporating language from Florida Statutes Section 90.502 into Rule 4-1.6(c), creating new subsections (8) and (9) to guide lawyers that they may ethically reveal confidential information in 4-1.6(c):

(c) When Lawyer May Reveal Information. A lawyer may reveal confidential information:

* * * *

(8) when the information is relevant to an issue between parties who claim through the same deceased client; but the lawyer may not disclose information

the deceased client instructed not to be disclosed until the lawyer receives a subpoena or order from a tribunal; or

(9) when the information is relevant to an issue concerning the intention or competence of a client executing an attested document to which the lawyer is an attesting witness, or concerning the execution or attestation of the document.

Consistent with Florida Bar Ethics Opinion 10-3, Rule 4-1.6(c)(8) addresses instances where a deceased client gave express instructions to the lawyer not to disclose specific information. The proposal makes it clear that a lawyer may not voluntarily disclose if instructed not to disclose, until the issuance of a subpoena or court order.

The Committee also proposes the following revised language to Section 4-1.6(d) to provide guidance for when a lawyer receives a discovery or trial subpoena and guides ethical obligations on disclosing information requested:

(d) Tribunal Proceedings

(1) On service of a subpoena for confidential information related to a client's representation, the receiving lawyer must raise any privilege under applicable law, unless the lawyer reasonably believes the privilege has been waived or an exception applies, and may:

(i) reveal the information if permitted by this rule and not subject to a privilege under applicable law; or

(ii) await a ruling from the tribunal on objection or motion for protective order by that lawyer, another party, or both.

(2) If a tribunal orders the lawyer to reveal confidential information, the lawyer must comply with the order unless the order is appealed, and then the lawyer may await exhaustion of appellate remedies. The lawyer may, but is not required to, exhaust all available appellate remedies.

This revision would have several beneficial effects. First, it would formalize the distinction already previously recognized in the Rule 4-1.6 comment by maintaining consistency between a lawyer's ethics obligation and the evidentiary rule. Second, it would avoid requiring lawyers to interpose objections that lack a sound basis in Florida discovery law when served with a subpoena. Third, it would reduce unnecessary motion practice over whether confidentiality itself prevents production, while still permitting the use of protective orders where appropriate to limit dissemination of genuinely sensitive information. Finally, it would protect the public policy underlying probate and trust litigation by avoiding delays that frustrate the expeditious administration and distribution of estates.

The revised approach also better fits the realities of probate practice. The legislature has already decided that privilege should not block disclosure in commonly recurring post-death disputes, like challenges to the decedent's testamentary capacity, claims of undue influence, or tortious interference. Requiring lawyers nevertheless to object on confidentiality grounds would invert that policy choice and place judges in the position of inventing a new procedural framework for resolving confidentiality objections untethered from traditional privilege law. A targeted revision avoids that problem while still giving lawyers clear ethical guidance.

IV. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

The proposed revision should have little to no direct fiscal impact on state or local governments. To the extent the revision reduces needless objections, motions for protective orders, and appellate proceedings arising from uncertainty in the rule, it may modestly reduce judicial resource expenditures.

V. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR

The proposed revision should reduce costs for litigants, fiduciaries, and beneficiaries by narrowing disputes over compelled production and minimizing unnecessary discovery motion practice. It should also reduce the risk that estate and trust administrations will incur additional attorneys' fees because counsel feel ethically obligated to object even when no privilege exists.

VI. CONSTITUTIONAL ISSUES

None.

VII. OTHER INTERESTED PARTIES

Interested parties include the Trial Lawyers Section, Professional Ethics Committee, Code & Rules of Evidence Committee, probate and trust litigators, estate-planning lawyers, personal representatives, trustees, beneficiaries, heirs, and judges who regularly confront subpoenas directed to lawyers with information relating to deceased clients.

RULE 4-1.6 CONFIDENTIALITY OF INFORMATION

(a) Consent Required to Reveal Information. A lawyer must not reveal information relating to a client's representation except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.

(b) When Lawyer Must Reveal Information. A lawyer must reveal confidential information to the extent the lawyer reasonably believes necessary to:

- (1) prevent a client from committing a crime; or
- (2) prevent death or substantial bodily harm.

(c) When Lawyer May Reveal Information. A lawyer may reveal confidential information ~~to the extent the lawyer reasonably believes necessary to~~:

(1) to the extent the lawyer reasonably believes necessary to serve the client's interest unless it is information the client specifically requires not to be disclosed;

(2) to the extent the lawyer reasonably believes necessary to establish a claim or defense on the lawyer's behalf in a controversy between the lawyer and client;

(3) to the extent the lawyer reasonably believes necessary to establish a defense to a criminal charge or civil claim

against the lawyer based on conduct in which the client was involved;
involved;

(4) to the extent the lawyer reasonably believes
necessary to respond to allegations in any proceeding concerning
the lawyer's representation of the client;

(5) to the extent the lawyer reasonably believes
necessary to comply with the Rules Regulating The Florida Bar;

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(6) to the extent the lawyer reasonably believes
necessary to detect and resolve conflicts of interest between
lawyers in different firms arising from the lawyer's change of
employment or from changes in the composition or ownership of a
firm, but only if the revealed information would not compromise the
~~attorney-client~~ lawyer-client privilege or otherwise prejudice the
client; ~~or~~

(7) to the extent the lawyer reasonably believes
necessary to respond to specific allegations published via the
internet by a former client (e.g. a negative online review) that the
lawyer has engaged in criminal conduct punishable by law;

(8) when the information is relevant to an issue
between parties who claim through the same deceased client;
but the lawyer may not disclose information the deceased client
instructed not to be disclosed until the lawyer receives a
subpoena or order from a tribunal; or

(9) when the information is relevant to an issue
concerning the intention or competence of a client executing an
attested document to which the lawyer is an attesting witness,
or concerning the execution or attestation of the document.

(d) Exhaustion of Appellate Remedies—Tribunal Proceedings

(1) On service of a subpoena for confidential information related to a client's representation, the receiving lawyer must raise any privilege under applicable law, unless the lawyer reasonably believes the privilege has been waived or an exception applies, and may:

(i) reveal the information if permitted by this rule; and not subject to a privilege under applicable law~~;~~; or

(ii) await a ruling from the tribunal on objection or motion for protective order by that lawyer, another party, or both.

(2) ~~When required by a tribunal~~ If a tribunal orders the lawyer to reveal confidential information, the lawyer may~~must~~comply with the order, unless the order is appealed, and then the lawyer may await exhaustion of appellate remedies. The a lawyer may, but is not required to, first exhaust all available appellate remedies.

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(e) Inadvertent Disclosure of Information. A lawyer must make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the client's representation.

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(f) Limitation on Amount of Disclosure. When disclosure is mandated or permitted, the lawyer must disclose no more information than is required to meet the requirements or accomplish the purposes of this rule.

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The Florida Bar

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Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

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REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as “activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate.”
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee’s white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
 - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
 - If comments have been received from another interested group, the comments must be included.
 - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
 - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
 - The proposal will then need to be presented at the Division Round Table.
 - Then, published as an Information Item to the Executive Council.
 - Then, published as an Action Item to the Executive Council.

651 East Jefferson Street • Tallahassee, FL 32399-2300 • FAX: (850) 561-9405

LEGISLATIVE POSITION REQUEST FORM

GOVERNMENTAL AFFAIRS OFFICE

Date Form Received _____

GENERAL INFORMATION

Submitted by: *(name of Section Committee)* _____
of the Real Property, Probate and Trust Law Section _____

Contact: *(Name of Committee Chair(s), address and phone number)* Bruce Partington,
Suite 200, 13 Palafox Place, Pensacola, FL 32502; 448-239-6465; Jason Quintero, 4221 W.
Boy Scout Blvd., Suite 1000, Tampa, Florida 33607 813-229-4103; Brett Henson, 4221 W.
Boy Scout Blvd., Suite 1000, Tampa, Florida 33607 813-229-4990

(Name of Sub-committee Chair, if any, address and phone number, if any) _____

PROPOSED ADVOCACY

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

1. Proposed Wording of Legislative Position for Official Publication

This Legislative Position proposes that the statutory public procurement framework be revised to resolve conflicts between Florida's CCNA and Florida's P3 statute, harmonize the CCNA with foundational legal principles and developments in the public procurement arena, clarify an ambiguity in the P3 law regarding procurement of performance and payment bonds, and to reinstate certain exemptions from the public records and public meeting requirements for unsolicited P3 proposals.

2. Political Proposal

3. Reasons For Proposed Advocacy

- a. Per SBP 9.50(a), does the proposal meet all three of the following requirements?
(select one) ☒ Yes ☐ No

- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;

- It is beyond the scope of the Section/Bar's permissible legislative or political activity, **or** within the Section/Bar's permissible scope of legislative or political activity **and** consistent with an official Section/Bar position on that issue; **and**
- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

b. Additional Information: _____

REFERRALS TO OTHER COMMITTEES, DIVISIONS & SECTIONS/VOLUNTARY FLORIDA BAR GROUPS

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List** all Bar committees, divisions, sections and voluntary bar **groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose.

Administrative Law Section, The Florida Bar
City, County and Local Government Law Section, The Florida Bar
Government Law Section, The Florida Bar

CONTACTS

Legislation Committee Appearance *(list name, address and phone #)*

Lee Weintraub, Legislation Committee Co-Chair, 1 East Broward Blvd., Suite 1800, Ft. Lauderdale, FL 33301 Telephone 954-985-4147

S. Dresden Brunner, Legislation Committee Co-Chair, 8625 Tamiami Trail North, Suite 202, Naples, FL 34108 Telephone 239-316-1400

Appearances before Legislators *(list name and phone # of those having direct contact before House/Senate committees)*

Peter M. Dunbar, Martha J. Edenfield and H. French Brown, IV
c/o Jones Walker LLP, 106 E. College Avenue, Suite 1200, Tallahassee, FL 32301

Meetings with Legislators/staff *(list name and phone # of those having direct contact with legislators)*

WHITE PAPER

REVISIONS TO FLORIDA’S PUBLIC PROCUREMENT FRAMEWORK

Section 287.055, Florida Statutes (2025)

Section 255.065, Florida Statutes (2025)

Section 255.20, Florida Statutes (2025)

I. SUMMARY

The purpose of this proposal is to request that the Real Property, Probate, and Trust Law (“RPPTL”) Section of the Florida Bar advocate for the Florida Legislature to revise Florida’s statutory public procurement framework to: (i) resolve conflicts between Florida’s Consultants’ Competitive Negotiation Act (“CCNA”) – Section 287.055, Florida Statutes (2025) – and Florida’s Public-Private Partnerships (“P3”) law – Section 255.065, Florida Statutes (2025); (ii) harmonize the CCNA with foundational legal principles and developments in the public procurement arena; (iii) clarify an ambiguity in the P3 law relating to procurement of performance and payment bonds; and (iv) reinstate certain exemptions from public records and public meeting requirements of Florida’s Sunshine Law, for unsolicited P3 proposals.

Florida’s statutory public procurement framework is intended to ensure fair, transparent, and responsible spending of public funds through competitive processes. It is the mechanism by which governments safeguard public funds, maintain transparency in decision-making, and ensure that essential projects are delivered in a manner that promotes confidence, fairness, and value for taxpayers. However, there is tension within current public procurement statutes that makes it increasingly difficult for agencies to achieve these objectives, requiring amendments to reconcile conflicts among state laws and to reflect the evolving framework of Florida’s public construction and infrastructure industry.

Florida’s public procurement statutes currently contain several internal conflicts and ambiguities that impede the efficient delivery of public projects and expose responsible public entities to unnecessary legal and audit risk. Most notably, recent amendments to Florida’s Public-Private Partnership statute authorize responsible public entities to accept and negotiate unsolicited P3 proposals without initiating a competitive procurement process, while simultaneously retaining language stating that P3s remain subject to the requirements of the CCNA. These provisions are irreconcilable when applied to design-build or DBFOM P3 projects and create uncertainty regarding whether a competitive solicitation is required. We assume this may be an unintended result. In addition, the CCNA itself contains ambiguities that do not reflect current procurement practice or market realities, including mandatory shortlisting requirements that fail to account for procurements yielding fewer than three qualified respondents, and uncertainty regarding the scope and permissible use of continuing services contracts. Together, these conflicts and gaps hinder the effective use of modern delivery methods and frustrate the Legislature’s intent to provide flexibility while maintaining transparency and accountability.

As such, this legislation proposes revisions to Section 287.055, Florida Statutes (2025) and Section 255.065, Florida Statutes (2025). A limited revision is included for Section 255.20 to

appropriately integrate a proposed revision to Section 287.055. The proposed revisions clarify and reconcile Florida's public procurement statutes without expanding substantive procurement authority. Specifically, the amendments confirm that responsible public entities may negotiate unsolicited P3 proposals without initiating a competitive procurement process where authorized by statute; permit shortlisting and ranking under the CCNA when fewer than three firms respond or are qualified; clarify that the categories of continuing services contracts under the CCNA are disjunctive; and address related ambiguities or gaps affecting P3 solicitations, bonding requirements, and Florida's Sunshine Law exemptions. These changes are intended to provide public entities with clear statutory guidance consistent with legislative intent. This bill does not have a fiscal impact on state funds.

II. CURRENT SITUATION

a. The CCNA

The CCNA was enacted by the Florida Legislature in 1973.¹ The CCNA requires state and local government agencies to procure the professional services of an architect, professional engineer, landscape architect, or registered surveyor and mapper using a qualifications-based selection process – *i.e.*, candidates are selected based on competency, qualifications, and experience, rather than price.² Price (professional fees and costs) are only negotiated after a final ranking occurs and the entity selects what it considers to be the most qualified firm for the project.³

Under the CCNA, a governmental entity must first publicly advertise its need for professional services, providing at least a general description of the project and how interested professionals can apply for consideration.⁴ The entity asks applicants to detail their various qualifications, such as certifications, capabilities, personnel, past record, experience, and other factors the entity determines to be applicable to the particular project. The submission from applicants is typically called a statement of qualifications (“SOQ”). The entity, often through a specialized selection or evaluation committee, will evaluate SOQs based on the advertised evaluation criteria, and select (shortlist) no fewer than the three most qualified firms to conduct further discussions regarding qualifications, approach to the project, and ability to furnish the required services. The entity must also require the shortlisted consultants to give a presentation or to answer the questions of the selection committee.⁵

After the shortlisting and any presentations or question/answer sessions, the entity will rank, in order of preference, no fewer than three firms it considers to be the most highly qualified to provide the requested services. In determining whether a firm is the most qualified, the entity must consider factors such as the ability of professional personnel; past performance; willingness

¹ Ch. 73–19, Laws of Fla.

² *See, generally*, Fla. Stat. § 287.055(4). Prior to enactment of the CCNA, public procurements historically focused on price as the main component of selection.

³ *See, generally*, Fla. Stat. § 287.055(5).

⁴ Fla. Stat. § 287.055(3)(a)(I).

⁵ Fla. Stat. § 287.055(4) (a).

to meet time and budget requirements; and recent, current, and projected workloads of the firms.⁶ The entity will then negotiate a contract with its top-ranked firm for a fair, reasonable, and competitive price.⁷ If the entity and its top-ranked firm cannot agree on price, the entity may terminate negotiations with that firm and move on to negotiate with its second-ranked firm, and so on down the entity's ranking until an agreement is reached or the entity elects to terminate the procurement.⁸

The CCNA has increasingly played a direct role in the competitive procurement of specific construction services. However, while Florida has continued to expand and the construction and infrastructure industry has evolved to include much larger projects and more creative delivery methods, the CCNA has not been updated to reflect this evolution. Over the last decade, Florida has entered the era of “megaprojects,” which require greater collaboration and coordination from the start of design through construction.⁹ The enhanced scale and complexity of these projects, coupled with customized project delivery methods, financing structures, operations and maintenance terms, and contract methodologies, were not commonplace when the CCNA was enacted. Project delivery method innovations push the boundaries of the CCNA in its current legislative form and highlight its gaps and shortfalls.

Despite the advancement and evolution of public projects, the last four amendments to the CCNA (2009, 2020, 2023, and 2024) have primarily only been to update the monetary thresholds defining a “continuing contract.”¹⁰ The disconnect between an outdated statute and Florida's current infrastructure environment creates tension for public entities and private partners as they attempt to deliver complex projects under an outdated framework.

b. Florida's P3 Law

Florida's P3 law became effective on July 1, 2013.¹¹ The law provides a framework for public entities to partner with private companies for the construction or upgrade of facilities that are used predominantly for public purposes.¹² P3 projects involve contractual arrangements between public and private-sector entities that facilitate increased private-sector involvement in the funding and execution of public building and infrastructure projects. The P3 law provides that:

It is the intent of the Legislature to encourage investment in the state by private entities; to facilitate various bond financing mechanisms, private capital, and other funding sources for the development and

⁶ Fla. Stat. § 287.055(4)(b).

⁷ Fla. Stat. § 287.055(5)(a).

⁸ Fla. Stat. § 287.055(5)(b)-(c).

⁹ For example, the \$1.2 billion I-595 Corridor Roadway Improvements project completed in 2014; the \$1.4 billion Miami Tunnel project completed in 2014; Orlando International Airport's multi-billion-dollar international terminal and incorporated higher-speed rail; and the \$2.3 billion I-4 Ultimate Improvement project.

¹⁰ Ch. 2009-227, Laws of Fla.; Ch. 2020-127, Laws of Fla.; Ch. 2023-304, Laws of Fla.; Ch. 2024-204, Laws of Fla.

¹¹ Ch. 2013-223, Laws of Fla.

¹² Section 255.065(2), Florida Statutes (2024).

operation of qualifying projects, including expansion and acceleration of such financing to meet the public need; and to provide the greatest possible flexibility to public and private entities contracting for the provision of public services.¹³

In a typical P3 arrangement, a private entity designs, builds, finances, operates, and maintains (“DBFOM”) a public project. Under the P3 model, the public entity – which is typically the owner of the project – is responsible for certain capital investments, permitting, and other obligations. The public entity contracts with a private partner to perform the DBFOM services for the project. That private partner – typically called a “concessionaire” – brings in all key stakeholders under one umbrella or corporate structure. As most P3 projects fall under the design-build family, they are subject to the requirements of the CCNA and, therefore, must be competitively procured via one of the methods that CCNA sets out for design-build contracts.

Florida’s P3 law was amended effective July 1, 2024 to provide responsible public entities with an alternative process for accepting unsolicited P3 proposals.¹⁴ Pursuant to the 2024 amendment, public entities are able to accept unsolicited P3 proposals without undertaking a public bidding or solicitation process, provided that the responsible public entity follows certain steps enumerated in the statute.¹⁵ Curtailing the public bidding process allows public entities to bring P3s stemming from unsolicited proposals to completion quickly and cost-effectively.¹⁶

c. Conflicts Between the CCNA and Florida’s P3 Law

Florida’s P3 law and the CCNA diverge on two critical components: (i) mandatory adherence to a public procurement process; and (ii) the required number of proposers that must be included on a shortlist.

First, as noted above, under the P3 law, a public entity that receives an unsolicited proposal can essentially bypass the statute’s competitive procurement requirements and proceed with entering into a contract with the proposer, subject to certain considerations. However, the last subsection of Florida’s P3 law, left untouched by the 2024 amendment, provides that “This section does not waive any requirements of [§] 287.055.”¹⁷ This language has been in place since the

¹³ Section 255.065(2)(b), Florida Statutes (2024).

¹⁴ A private entity can submit an unsolicited P3 proposal to a public entity, independent of whether the entity has issued a request for proposals. An unsolicited proposal can range from a new P3 project; to more efficient models to manage existing projects; to improvements to a public entity’s P3 pipeline. Allowing unsolicited proposals encourages private entities to propose more efficient and/or effective ways to deliver public projects, even if the need has not yet been identified by the public entity.

¹⁵ The steps include: (i) holding an initial duly noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to comment; (ii) holding a second duly noticed public meeting at which public comments can be submitted and at which the public entity must determine the proposal is in the public interest; and (iii) publishing a report in the FAR for at least seven days that includes the public entity’s public interest determination and addresses the factors considered in making the determination with findings based on each considered factor. Ch. 2024-96, Laws of Fla.

¹⁶ Ch. 2024-96, Laws of Fla.

¹⁷ Section 255.065(14)(f), Florida Statutes (2024).

enactment of the P3 law and it clearly communicates the Florida Legislature’s original intent that P3 projects be subject to the CCNA.

The CCNA, however, does not provide a responsible public entity with any option to bypass a competitive procurement process. Instead, the CCNA, under subsection (9),¹⁸ which sets forth base requirements for the competitive proposal selection process of design-build contracts, requires the solicitation of competitive proposals with the qualification and selection of no fewer than three design-build firms. Nowhere in these CCNA procedures can the public bidding process be bypassed. This results in an incompatible conflict between the P3 law and the CCNA in instances where a responsible public entity receives an unsolicited proposal for a P3 project subject to the design-build requirements of the CCNA, but desires to proceed without engaging in a competitive procurement process. The tension between the CCNA and the P3 law does not reflect a policy choice to subordinate one statute to the other, but rather appears to stem from partial legislative amendment. The Legislature expressly expanded the unsolicited proposal framework for P3s in 2024, yet left intact language in Section 255.065 stating that P3 procurements remain subject to the CCNA. At the same time, the CCNA contains no mechanism permitting a responsible public entity to bypass a competitive solicitation or to negotiate with a single proposer. As written, the statutes direct public entities to engage in mutually exclusive conduct. Clarifying amendments are therefore necessary to reconcile these provisions and to ensure that the statutory scheme operates coherently when applied to unsolicited P3 proposals delivered through design-build or DBFOM structures.

Second, while the CCNA requires that no less than three proposers be included on a shortlist,¹⁹ the P3 law is silent on a minimum number of proposers that must be selected for further consideration. Rather, the P3 law provides that “if only one proposal is received, the responsible public entity may negotiate in good faith” with that proposer.²⁰ Section 255.065’s express allowance of negotiation with a single proposer in certain circumstances, including unsolicited proposals and situations where only one proposal is received, is fundamentally inconsistent with the CCNA’s three-firm mandate. The CCNA provides no procedural mechanism for proceeding where fewer than three proposers exist, leaving responsible public entities without clear guidance as to how these statutes are to be applied concurrently. This inconsistency exposes public entities to unnecessary risk of bid protest, audit findings, or post-award challenge and underscores the need for statutory clarification to reconcile these provisions.

d. Gaps in the CCNA

Continuing Contracts.

A public entity may require recurring or smaller-scale professional services without the need to conduct a competitive solicitation for each individual assignment. In those instances, the CCNA allows the entity to enter into what is known as a “continuing contract.” Under the CCNA, a continuing contract is a contract for professional services that permits the firm to provide services

¹⁸ Section 287.055(9), Florida Statutes (2024).

¹⁹ Section 287.055(4)(a), Florida Statutes (2024).

²⁰ Fla. Stat. § 255.065(5)(c).

for multiple projects on an as-needed basis, subject to statutory monetary thresholds.²¹ The CCNA allows the entity to enter into a continuing contract in three instances:

- a) Where the firm provides professional services to the entity for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million;
- b) For study activity, if the fee for professional services for each individual study under the contract does not exceed \$500,000; **or**
- c) For work of a specified nature as outlined in the contract required by the entity, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.²²

(Emphasis added).

These three instances create an exception to the competitive bidding requirements of the CCNA, as the statute provides that “[f]irms providing professional services under continuing contracts may not be required to bid against one another.”²³

Notably, because of the “**or**” language, agencies may read these three categories independently (*i.e.*, disjunctively). However, the Attorney General of Florida has opined that there is ambiguity in this statutory language and that the monetary threshold provided in the first category also applies to the third category of continuing contracts.²⁴ Thus, a contract for “professional services of a specific nature as outlined in the contract” and in excess of the threshold set forth in subsection (g)1.a., is “outside the scope of the ‘continuing contract’ exception of Section 287.055(2)(g), Florida Statutes, and any such contract would be subject to the other competitive procedures of the CCNA.”²⁵ The Attorney General Opinion overlooks that the term “or” is disjunctive, not conjunctive – thereby creating confusion in administrative practice leaving agencies uncertain about how to apply the continuing contract provisions in subsection (c). The more appropriate interpretation of the CCNA is that subsection (c) is its own exception and is not constrained by the monetary limitations in subsections (a) and (b). Clarifying that subsection (2)(g)1.c. constitutes an independent exception restores the statute’s plain meaning and provides agencies with clear, administrable guidance.

Government Solicitation of P3s Subject to the CCNA.

Although P3 projects are subject to the CCNA, the CCNA is silent with respect to requirements for when a public entity solicits a P3 project. More specifically, is the public entity

²¹ Fla. Stat. § 287.055(2)(g)(1).

²² Fla. Stat. § 287.055(2)(g) (emphasis added).

²³ Fla. Stat. § 287.055(2)(g)(2).

²⁴ Op. Att’y. Gen. Fla. 2013-28 (2013).

²⁵ *Id.*

required to proceed with a two-step design-build process? Or, alternatively, can the public entity select a developer through a one-step process without an associated design team, and require the developer to procure its design and construction team in a manner that complies with the CCNA? In practice, project participants must carefully traverse this statutory gray area. It is, therefore, logical and appropriate for the CCNA to be amended to clarify the requirements for when a public entity solicits a P3 project.

Absent such clarification, responsible public entities face uncertainty as to whether compliance with the CCNA must occur at the developer-selection stage or may be satisfied through downstream procurement of professional services by the selected developer. This ambiguity creates inconsistent procurement approaches across agencies, increases the risk of protest or audit challenge, and discourages use of P3 delivery structures that are otherwise authorized under Florida law. Clarifying the statute would provide public entities with a predictable and defensible framework for soliciting P3 projects while preserving the CCNA's core objectives of qualifications-based selection and transparency.

Phased Design-Build and Integrated Project Delivery.

Progressive design-build, known and referred to as Phased Design-Build in Florida, is a variant of the design-build project delivery methodology, in which the same entity is responsible for both designing and constructing a project. Unlike a traditional design-build project, where proposals include technical and pricing considerations for both design and construction, in the progressive model the design-builder is selected early in the project's planning stage to ensure that the design-build firm is part of the collaboration and development of the design as part of a step-by-step progression through construction. The procurement is essentially two-phases, with a design-build firm selected based on qualifications and a contract for preconstruction and design services negotiated as part of phase one. For phase two, once the design achieves a stage where it can be priced (usually between 90% design development and final design submittal), the parties will negotiate, and sign a guaranteed maximum price ("GMP") amendment to the base contract. The GMP amendment will contain the final design and construction scope, total pricing (Schedule of Values), and the project schedule. Phased design-build projects are becoming increasingly popular in Florida for projects where the scope is not fully definable at the project's planning phase and the owner seeks to collaborate with the design-builder to progress toward a completed design.

Since the design-builder is selected so early in the process – before a project scope or design exists – construction costs, fees, and scheduling typically cannot be a part of the competitive procurement process. Thus, the design-builder on a phased design-build project is selected based on qualifications. The CCNA does not expressly reference the phased design-build model in its subsection on application to design-build contracts,²⁶ though its qualifications-based selection process is consistent with the phased design-build method. However, the specifics of the qualifications-based selection process can put the procurement of a phased design-builder at odds with federal procurement requirements where federal grants or federal funding is involved. This is because federal grants and funding for projects often require consideration of pricing during the procurement process – a consideration not allowed under the qualifications-based selection process

²⁶ Fla. Stat. § 287.055(9).

of the CCNA. This leaves an open question of how to structure the procurement of the phased design-build projects under the CCNA where the project is also subject to federal funding requirements. Meanwhile, FDOT recently revised their statutory framework to expressly permit phased design-build and deal with these very issues—section 337.11, Florida Statutes.

Integrated Project Delivery (“IPD”) is a fully integrated contracting and project delivery method where all stakeholders – generally the owner, architect, engineer, and contractor – are under a single contract, all working collaboratively toward a common goal, all applying their skill and expertise, and their acceptance of allocated risk, from project inception to completion and potentially through operations and maintenance. In theory, this form of delivery leads to a more efficiently delivered, higher-quality project with less risk of conflict or error due to early, comprehensive collaboration and risk-sharing. The success of IPD turns on qualified entities and team members showing a willingness to work together harmoniously and having the skill to carry out their respective roles. IPD has gained serious ground in some sectors – such as health care – given the collaborative structure to the contracting relationship.

There is no public procurement statute in Florida that mentions IPD. However, the CCNA procurement process is consistent with the objectives and goals of IPD since the CCNA’s qualifications-based procurement expressly allows for the procurement of design professionals and a construction management entity (the latter is recommended for IPD) based on assessment by the entity of a variety of relevant factors including qualifications, experience, current workload, and other qualitative elements that are relevant to the IPD contract and the project. It is, therefore, logical and appropriate for the CCNA to be amended to specifically address the process for how an entity or local government procures an IPD contract.

Reconciliation with Florida’s Sunshine Law – Competitive Solicitations.

Subsection (4)(a) of the CCNA requires that the public entity “shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.”²⁷

The foregoing subsection of the CCNA was not amended following the 2011 amendments to Florida’s Sunshine Law exemptions,²⁸ which require that such presentations, question/answer sessions, and negotiations performed under a competitive solicitation,²⁹ be conducted – not publicly – but in a closed, recorded, session. The 2011 amendments to Florida’s Sunshine Law exemptions preserved, during the procurement process, the confidentiality of the presentations so that one proposer cannot observe the presentation of its competition and, thus, gain a competitive advantage.

²⁷ Fla. Stat. § 287.055(4)(a).

²⁸ Open Government Sunset Review Act, Ch. 2011-140.

²⁹ “‘Competitive solicitation’ means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.” Fla. Stat. § 286.0113(2)(a)(I).

Subsection (4)(a) of the CCNA, therefore, needs to be reconciled with Florida’s Sunshine Law exemptions pertaining to presentations, question/answer sessions, and negotiations performed under a competitive solicitation.

Procurements with Fewer Than Three Qualified Firms

In order to address the CCNA’s silence on the practical scenario of how an agency should proceed if it receives less than three responses to a properly advertised solicitation or fewer than three are determined to be qualified after evaluation, subsection 4(e) of the CCNA should be created to allow an agency to proceed with its procurement under those circumstances so long as the other requirements of the CCNA are met.

e. Ambiguity in the P3 Law Relating to Procurement of Performance and Payment Bonds

Section 255.065(5)(b) requires, *inter alia*, that the responsible public entity “Ensure that provision is made for the private entity’s performance and payment of subcontractors, including, but not limited to, **surety bonds**” (Emphasis added).

Section 255.065(7)(a) similarly requires, *inter alia*, that – before developing or operating a qualifying construction project – the private entity must enter into a comprehensive agreement with the responsible public entity which must provide for **delivery of performance and payment bonds** compliant with Section 255.05, Florida Statutes. (Emphasis added).

In practice, the operation of the foregoing language is clear when the public entity contracts directly with a general contractor – *i.e.*, the general contractor must procure the required performance and payment bonds. However, the P3 law does not provide clarity – and there has been some confusion on the public entity’s side – regarding which party must procure the performance and payment bonds when the public entity contracts with a developer or concessionaire under a ground lease or P3 agreement. The appropriate party to procure performance and payment bonds in either scenario is the general contractor.

f. Florida’s Sunshine Law

Florida’s Public Records Law (Section 119, Florida Statutes) was enacted in 1909 and generally provides that Florida citizens can read and copy any records the Florida government receives during the course of business, unless a state law declares the information to be protected from disclosure.³⁰ In 1967, Florida expanded on this law by passing the Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), requiring most government meetings to be held in the open and to allow Florida citizens to attend those meetings.³¹ Florida’s Sunshine Law generally requires that: (i) meetings be open to the public; (ii) the public entity give advance written notice of meetings; and (iii) minutes of a public meeting must be promptly recorded and open to public

³⁰ See, generally, Chapter 119, Florida Statutes.

³¹ See, generally, Chapter 286, Florida Statutes.

inspection.³² Florida's Sunshine Law is intended to ensure government transparency and accountability by guaranteeing the public's right to access state and local government meetings, records, and decision-making processes.

g. Necessary Exemption from Florida's Sunshine Law for Public Records and Public Meeting Requirements, for Unsolicited P3 Proposals

The 2013 bill enacting Florida's P3 law also created a Task Force in charge of recommending guidelines to the Legislature to develop a process for establishing P3s.³³ Among its responsibilities, the Task Force reviewed existing public records exemptions and determined whether any new exemptions should be created to maintain the confidentiality of financial and proprietary information received as part of an unsolicited P3 proposal.

As a result of the Task Force's recommendations, in 2016, the Legislature passed CS/SB 126, exempting unsolicited proposals from the public records requirements under Fla. Stat. § 119.07(1) and in § 24(a), Art. I of the Florida Constitution, and from the public meetings requirements under Fla. Stat. § 286.011 and in § 24(b), Art. I of the Florida Constitution. The exemption advanced the intent of the P3 law to encourage private investment in the public sector by providing assurances to private entities submitting unsolicited proposals that their innovative ideas and trade secrets would be protected from disclosure.

The exemption, however, was subject to the review requirements under Florida's Public Records Law and stood to be repealed on October 2, 2021, unless saved from repeal through reenactment by the Legislature. During the 2021 legislative session, the Legislature failed to adopt the reenactment bill, removing from the P3 law the provision that was once considered an essential part of the private sector's participation in the unsolicited proposal process.

III. EFFECT OF PROPOSED CHANGES

The proposed bill aims to reconcile inconsistencies in Florida's public procurement laws and provide greater clarity for public construction participants in Florida. Importantly, the proposed bill accomplishes the Florida Legislature's intent of providing increased flexibility to public and private entities contracting for the provision of public services. The proposed bill would have the following effects:

a. Resolve Conflicts Between the CCNA and Florida's P3 Law

Amend Fla. Stat. § 255.065(14)(f) to clarify that – subject to compliance with the requirements of Fla. Stat. § 255.065(3) – a responsible public entity that receives an unsolicited

³² See, generally, Fla. Stat. § 119.01; Fla. Stat. § 119.07; Fla. Stat. § 286.011.

³³ See

https://www.dms.myflorida.com/agency_administration/communications/partnership_for_public_facilities_infrastructure_act (last visited January 5, 2026).

proposal for a P3 project subject to the design-build requirements of the CCNA, is not required to solicit competitive proposals under a competitive procurement process.

Amend Fla. Stat. § 287.055(4) to add new subsection (e) permitting shortlisting and ranking where less than three firms respond (or are qualified), as long as the responsible public entity complies with other statutory requirements.

b. Address Gaps in the CCNA

Continuing Contracts.

Amend Fla. Stat. § 287.055(2)(g)1. to clarify that subsection c. is its own exception and is not constrained by the monetary limitations in subsections a. and b.

Government Solicitation of P3s Subject to the CCNA.

Amend Fla. Stat. § 287.055(4) to add a new subsection (f) confirming that, when a public entity solicits a P3 project subject to the CCNA, the public entity may select a developer through a one-step process without an associated design team, and require the developer to procure its design and construction team in a manner that complies with the CCNA.

Phased Design-Build and Integrated Project Delivery.

Amend Fla. Stat. § 287.055 to add a new section (10) providing that, allows for procuring a phased design-build project in line with the requirements under the CCNA. Section 255.20(1) contains an enumerated list of contract arrangements that local governments may use when competitively awarding public construction work, including construction management and design-build. The bill adds “phased design-build contracts” to that enumerated list as a conforming clarification to align s. 255.20 with the phased design-build provisions added in s. 287.055

The current bill draft does not include language which would expressly adopt IPD as a delivery method. To date, Colorado is the only state that has expressly adopted IPD as a project delivery method.³⁴ The express creation of a public IPD statute could be modeled after Colorado law, but because of the relatively novel nature of this project delivery method, it is first advisable to gather stakeholder input from the Other Interested Parties referenced in this White Paper. Following such input, Fla. Stat. § 287.055 could be amended to add a new section providing that, when a public entity procures an IPD contract, the entity may: (a) follow the CCNA’s qualifications-based procurement scheme including (i) a subjective assessment by the entity based on a variety of relevant factors, including qualifications, experience, current workload, prior experience with IPD, experience working with the other selected or considered IPD parties, a narrative on their proposed collaborative plan, and other pertinent factors, and (ii) application of the presentation and interview requirements of the CCNA; and (b) the entity has the option of (i) procuring the various stakeholders concurrently, or (ii) the entity may pick one stakeholder first,

³⁴ See Section 32-1-180, *et. seq.*, Colorado Revised Statutes, also known as the “Integrated Delivery Method for Special District Public Improvements Act.”

e.g., the architect, and then the entity and that stakeholder may work collaboratively to select the next stakeholder(s).

Reconciliation with Florida's Sunshine Law – Competitive Solicitations.

Amend Fla. Stat. § 287.055(4)(a) to clarify that discussions with, question/answer sessions with, presentations by, and negotiations with, proposers under a competitive solicitation are to be conducted in a closed, recorded session which is later made available for public posterity once the solicitation has been awarded or otherwise expires.

c. Clarify Ambiguity in the P3 Law Relating to Procurement of Performance and Payment Bonds

Amend Fla. Stat. § 255.065(5)(b)1 and Fla. Stat. § 255.065(7)(a) to clarify that, regardless of whether the public entity contracts directly with a developer/concessionaire or a general contractor, the general contractor is responsible to procure the required performance and payment bonds.

d. Reinstate Pre-Existing Exemption from Florida's Sunshine Law for Public Records and Public Meeting Requirements, for Unsolicited P3 Proposals

Amend Fla. Stat. § 255.065 to reinstate subsection (15) with language from CS/SB 126 (2016) regarding unsolicited proposals, including: (i) providing an exemption from public records requirements under Fla. Stat. § 119.07(1) and in § 24(a), Art. I of the Florida Constitution, for a specified period, for Unsolicited Proposals received by a responsible public entity; (ii) providing an exemption from public meeting requirements under Fla. Stat. § 286.011 and in § 24(b), Art. I of the Florida Constitution, for any portion of a meeting of a responsible public entity during which exempt proposals are discussed; (iii) requiring that a recording be made of the closed meeting; and (iv) providing an exemption from public records requirements for a specified period for the recording of, and any records generated during, a closed meeting.

IV. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

The fiscal impact of the proposed revisions to Florida's public procurement framework should be no more than under the current law.

V. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR

The direct economic impact of the proposed revisions to Florida's public procurement framework should be no more than under the current law.

VI. CONSTITUTIONAL ISSUES

Currently, we are not aware of any constitutional issues associated with the proposed legislation.

VII. OTHER INTERESTED PARTIES

Administrative Law Section, The Florida Bar
City, County and Local Government Law Section, The Florida Bar
Government Lawyer Section, The Florida Bar
Associated Builders & Contractors of Florida
Associated General Contractors of Greater Florida
Design Build Institute of America Florida Region
Construction Association of South Florida
South Florida Associated General Contractors
AIA (American Institute of Architects) Florida
American Council of Engineering Companies of Florida (ACEC-FL)
Florida Engineering Society (FES)
Florida Association of Counties
Florida Airports Council
Florida League of Cities

A bill to be entitled

An act relating to public procurement and public-private partnerships; amending ss. 255.065, and 287.055, Florida Statutes; reconciling competitive solicitation procedures with the Sunshine Law; reinstating public records and public meeting exemptions for unsolicited public-private partnership proposals; providing for sunset review of exemptions; and providing an effective date.

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

[PREAMBLE - to be added by the Legislature]

Section 1.

Section 255.065, Florida Statutes, is amended to add subsection (15) to read:

(15) PUBLIC RECORDS AND PUBLIC MEETINGS EXEMPTIONS.—

(a) As used in this subsection, the term “competitive solicitation” has the same meaning as provided in s. 119.071(1).

(b) 1. An unsolicited proposal received by a responsible public entity is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision for a qualifying project, or upon the noticing of a public meeting under subsection (3)(c).

25 2. If the responsible public entity rejects all proposals
 26 submitted pursuant to a competitive solicitation for a
 27 qualifying project and such entity concurrently provides notice
 28 of its intent to seek additional proposals for such project, the
 29 unsolicited proposal remains exempt until the responsible public
 30 entity provides notice of an intended decision concerning the
 31 reissued competitive solicitation for the qualifying project or
 32 until the responsible public entity withdraws the reissued
 33 competitive solicitation for such project.

34 (c) If the responsible public entity does not issue a
 35 competitive solicitation for a qualifying project, the
 36 unsolicited proposal ceases to be exempt 365 days after receipt
 37 of the unsolicited proposal by such entity. Notwithstanding the
 38 foregoing, the responsible public entity shall not be required
 39 to violate any applicable laws pertaining to disclosure of trade
 40 records or trade secrets.

41 (d) 1. Any portion of a meeting of a responsible public entity
 42 during which an unsolicited proposal that is exempt from s.
 43 119.07(1) is discussed is exempt from s. 286.011 and s. 24(b),
 44 Art. I of the State Constitution.

45 2.a. A complete recording must be made of any portion of a
 46 meeting closed pursuant to this subsection. No portion of the
 47 closed meeting may be held off the record.

48 b. The recording of, and any records generated during,
 49 a closed meeting are exempt from s. 119.07(1) and s. 24(a), Art.
 50 I of the State Constitution until the responsible public entity
 51 provides notice of an intended decision for a qualifying project
 52 or until 180 days after receipt of the unsolicited proposal if a
 53 competitive solicitation is not issued for the subject project.

54 c. If the responsible public entity rejects all
 55 proposals and concurrently provides notice of its intent to
 56 reissue a competitive solicitation, the recording and any
 57 records generated at a closed meeting remain exempt from s.
 58 119.07(1) and s. 24(a), Art. I of the State Constitution until
 59 such time as the responsible public entity provides notice of an
 60 intended decision concerning the reissued competitive
 61 solicitation or until the responsible public entity withdraws
 62 the reissued competitive solicitation for such project.

63 d. A recording and any records generated during a
 64 closed meeting are exempt for no longer than 365 days after the
 65 initial notice by the responsible public entity rejecting all
 66 proposals.

67 (e) This subsection is subject to the Open Government Sunset
 68 Review Act in accordance with s. 119.15 and shall stand repealed
 69 on October 5, 2032, unless reviewed and saved from repeal
 70 through reenactment by the Legislature.

71 Section 2:

Paragraph (a) of subsection (4) of section 287.055, Florida

Statutes, is amended to read:

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require ~~public~~ presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

Such discussions, negotiations, or presentations shall be conducted in a closed, recorded session subject to the temporary exemption from public records requirements set forth in ss. 119.071(1)(b) and 286.0113(2), Florida Statutes.

Section 3. This act shall take effect upon becoming law.

1 A bill to be entitled

2 An act relating to public procurement and public-private
 3 partnerships; amending ss. 255.065, and 287.055, ~~and~~
 4 ~~255.20~~, Florida Statutes; ~~reconciling conflicts between the~~
 5 ~~Consultants' Competitive Negotiation Act and the Public-~~
 6 ~~private partnerships law; clarifying procurement procedures~~
 7 ~~applicable to unsolicited public-private partnership~~
 8 ~~proposals; authorizing negotiations without competitive~~
 9 ~~solicitation in specified circumstances; permitting~~
 10 ~~shortlisting and ranking when fewer than three firms~~
 11 ~~respond or are qualified; clarifying the use and scope of~~
 12 ~~continuing services contracts; providing procedures for the~~
 13 ~~solicitation of public-private partnership projects subject~~
 14 ~~to the Consultants' Competitive Negotiation Act; providing~~
 15 ~~guidance for phased design-build and integrated project~~
 16 ~~delivery procurements; reconciling competitive solicitation~~
 17 procedures with the Sunshine Law; ~~clarifying responsibility~~
 18 ~~for procurement of performance and payment bonds in public-~~
 19 ~~private partnership projects; reinstating public records~~
 20 and public meeting exemptions for unsolicited public-
 21 private partnership proposals; providing for sunset review
 22 of exemptions; ~~providing construction;~~ and providing an
 23 effective date.
 24

Page 1 of 12

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

[PREAMBLE - to be added by the Legislature]

Section 1.

~~Paragraph (f) of subsection (14) of section 255.065, Florida Statutes, is amended to read:~~

~~255.065 Public-private partnerships.~~

~~(14) CONSTRUCTION.~~

~~(f) This section does not waive any requirement of s.~~

~~287.055, provided, however, that subject to compliance with the~~

~~requirements of subsection (3), if a responsible public entity~~

~~receives an unsolicited proposal for a qualifying project that~~

~~includes design-build services subject to s. 287.055, the~~

~~responsible public entity is not required to solicit competitive~~

~~proposals or initiate a competitive procurement process under s.~~

~~287.055 in order to evaluate or negotiate such unsolicited~~

~~proposal.~~

~~Subsection (5) of section 255.065, Florida Statutes, is amended~~

~~to add the following language to paragraph (b):~~

~~(5) PROJECT QUALIFICATION AND PROCESS.~~

~~...~~

~~(b) The responsible public entity must:~~

~~1. Ensure that provision is made for the private entity's performance and payment of subcontractors, including, but not limited to, surety bonds, letters of credit, parent company guarantees, and lender and equity partner guarantees. For the components of the qualifying project which involve construction performance and payment, bonds are required and are subject to the recordation, notice, suit limitation, and other requirements of s. 255.05. Regardless of whether the responsible public entity contracts directly with a developer or concessionaire or with a general contractor, the general contractor performing construction services is responsible for procuring performance and payment bonds required under s. 255.05.~~

~~Paragraph (a) of subsection (7) of section 255.065, Florida Statutes, is amended to read:~~

~~(7) COMPREHENSIVE AGREEMENT.—~~

~~(a) Before developing or operating the qualifying project, the private entity must enter into a comprehensive agreement with the responsible public entity. The comprehensive agreement must provide for:~~

~~—~~

~~9. Duties of the private entity, including the terms and conditions that the responsible public entity determines serve the public purpose of this section, including procurement of~~

~~performance and payment bonds required under s. 255.05 by the
general contractor performing construction services for the
qualifying project.~~

~~Section 2:~~

Section 255.065, Florida Statutes, is amended to add subsection
(15) to read:

(15) PUBLIC RECORDS AND PUBLIC MEETINGS EXEMPTIONS.—

(a) As used in this subsection, the term "competitive
solicitation" has the same meaning as provided in s. 119.071(1).

(b)1. An unsolicited proposal received by a responsible public
entity is exempt from s. 119.07(1) and s. 24(a), Art. I of the
State Constitution until such time as the responsible public
entity provides notice of an intended decision for a qualifying
project, or upon the noticing of a public meeting under
subsection (3)(c).

2. If the responsible public entity rejects all proposals
submitted pursuant to a competitive solicitation for a
qualifying project and such entity concurrently provides notice
of its intent to seek additional proposals for such project, the
unsolicited proposal remains exempt until the responsible public
entity provides notice of an intended decision concerning the
reissued competitive solicitation for the qualifying project or
until the responsible public entity withdraws the reissued
competitive solicitation for such project.

96 (c) If the responsible public entity does not issue a
 97 competitive solicitation for a qualifying project, the
 98 unsolicited proposal ceases to be exempt 365 days after receipt
 99 of the unsolicited proposal by such entity. Notwithstanding the
 100 foregoing, the responsible public entity shall not be required
 101 to violate any applicable laws pertaining to disclosure of trade
 102 records or trade secrets.

103 (d)1. Any portion of a meeting of a responsible public entity
 104 during which an unsolicited proposal that is exempt from s.
 105 119.07(1) is discussed is exempt from s. 286.011 and s. 24(b),
 106 Art. I of the State Constitution.

107 2.a. A complete recording must be made of any portion of a
 108 meeting closed pursuant to this subsection. No portion of the
 109 closed meeting may be held off the record.

110 b. The recording of, and any records generated during,
 111 a closed meeting are exempt from s. 119.07(1) and s. 24(a), Art.
 112 I of the State Constitution until the responsible public entity
 113 provides notice of an intended decision for a qualifying project
 114 or until 180 days after receipt of the unsolicited proposal if a
 115 competitive solicitation is not issued for the subject project.

116 c. If the responsible public entity rejects all
 117 proposals and concurrently provides notice of its intent to
 118 reissue a competitive solicitation, the recording and any
 119 records generated at a closed meeting remain exempt from s.

119.07(1) and s. 24(a), Art. I of the State Constitution until
such time as the responsible public entity provides notice of an
intended decision concerning the reissued competitive
solicitation or until the responsible public entity withdraws
the reissued competitive solicitation for such project.

d. A recording and any records generated during a
closed meeting are exempt for no longer than 365 days after the
initial notice by the responsible public entity rejecting all
proposals.

(e) This subsection is subject to the Open Government Sunset
Review Act in accordance with s. 119.15 and shall stand repealed
on October 5, 2032, unless reviewed and saved from repeal
through reenactment by the Legislature.

~~Paragraph (g) of subsection (2) of section 287.055, Florida~~
~~Statutes, is amended to read:~~

~~(g)1. A "continuing contract" is a contract for any of the~~
~~following:~~

~~a. Professional services entered into in accordance with all~~
~~the procedures of this act between an agency and a firm whereby~~
~~the firm provides professional services to the agency for~~
~~projects in which the estimated construction cost of each~~
~~individual project under the contract does not exceed \$7.5~~
~~million. Beginning July 1, 2025, and each July 1 thereafter, the~~

~~department shall adjust the maximum amount allowed on the
preceding June 30 for each individual project in a continuing
contract by using the change in the June-to-June Consumer Price
Index for All Urban Consumers issued by the Bureau of Labor
Statistics of the United States Department of Labor. The
department shall publish the adjusted amount on its website;
b. Study activity if the fee for professional services for each
individual study under the contract does not exceed \$500,000; or
e. Work of a specified nature as outlined in the contract
required by the agency, with the contract being for a fixed term
or with no time limitation except that the contract must provide
a termination clause.~~

~~2. Firms providing professional services under continuing
contracts may not be required to bid against one another. The
categories set forth in subparagraphs 1.a., 1.b., and 1.e. are
independent and disjunctive, and the monetary limitations
applicable to subparagraphs 1.a. and 1.b. do not apply to
contracts entered into pursuant to subparagraph 1.e.~~

~~3. Firms providing professional services under continuing
contracts may not be required to bid against one another.~~

Section 322:

Paragraph (a) of subsection (4) of section 287.055, Florida

Statutes, is amended to read:

(4) COMPETITIVE SELECTION.—

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168 (a) For each proposed project, the agency shall evaluate
 169 current statements of qualifications and performance data on
 170 file with the agency, together with those that may be submitted
 171 by other firms regarding the proposed project, and shall conduct
 172 discussions with, and may require ~~public~~ presentations by, no
 173 fewer than three firms regarding their qualifications, approach
 174 to the project, and ability to furnish the required services.
 175 Such discussions, negotiations, or presentations shall be
 176 conducted in a closed, recorded session subject to the temporary
 177 exemption from public records requirements set forth in ss.
 178 119.071(1)(b) and 286.0113(2), Florida Statutes.

179
 180 ~~Subsection (4) of section 287.055, Florida Statutes, is amended~~
 181 ~~to add paragraph (c) to read:~~

182 ~~(4) COMPETITIVE SELECTION.—~~

183 ~~=~~

184 ~~(c) Notwithstanding paragraphs (a) and (b), if fewer than three~~
 185 ~~firms respond to a properly advertised solicitation or if fewer~~
 186 ~~than three firms are determined to be qualified after evaluation~~
 187 ~~pursuant to this section, the agency may proceed with~~
 188 ~~discussions, shortlisting, and ranking of the responding or~~
 189 ~~qualified firms, provided that all other requirements of this~~
 190 ~~section are satisfied.~~

191

192 ~~Subsection (4) of section 287.055, Florida Statutes, is amended~~
 193 ~~to add paragraph (f) to read:~~
 194 ~~(4) COMPETITIVE SELECTION.~~
 195 ~~...~~
 196 ~~(f) An agency soliciting a public-private partnership involving~~
 197 ~~a design-build project subject to this act is not required to~~
 198 ~~proceed with the two-step process set forth in sections (4) and~~
 199 ~~(5), but instead may comply herewith by selecting a developer or~~
 200 ~~concessionaire without an associated design team and requiring~~
 201 ~~the developer or concessionaire to procure its design team in a~~
 202 ~~manner that complies with the requirements of this act.~~
 203
 204 ~~Section 287.055, Florida Statutes, is amended to add subsection~~
 205 ~~(10) and to renumber existing subsections (10) and (11) as~~
 206 ~~subsections (11) and (12), respectively, to read:~~
 207 ~~(10) REUSE OF EXISTING PLANS. Notwithstanding any other~~
 208 ~~provision of this section, there shall be no public notice~~
 209 ~~requirement or utilization of the selection process as provided~~
 210 ~~in this section for projects in which the agency is able to~~
 211 ~~reuse existing plans from a prior project of the agency, or, in~~
 212 ~~the case of a board as defined in s. 1013.01, a prior project of~~
 213 ~~that or any other board. Except for plans of a board as defined~~
 214 ~~in s. 1013.01, public notice for any plans that are intended to~~
 215 ~~be reused at some future time must contain a statement that~~

216 ~~provides that the plans are subject to reuse in accordance with~~
 217 ~~the provisions of this subsection. PHASED DESIGN BUILD. An~~
 218 ~~Agency may combine the design and construction phases of a~~
 219 ~~project into a single contract and select the design build firm~~
 220 ~~in the early stages of a project to be a part of the~~
 221 ~~collaboration and development of the design as part of a step-~~
 222 ~~by-step progression through construction. Such a contract is~~
 223 ~~referred to as a phased design-build contract. For phased~~
 224 ~~design build contracts, selection and award must include a two-~~
 225 ~~phase process. For phase one, the Agency shall competitively~~
 226 ~~award the contract to a design-build firm by the use of a~~
 227 ~~qualifications based selection process pursuant to subsections~~
 228 ~~(3), (4), and (5). For phase two, the design-build firm shall~~
 229 ~~competitively bid construction trade subcontractor packages and,~~
 230 ~~based upon these bids, negotiate with the Agency a guaranteed~~
 231 ~~maximum price or fixed price and guaranteed completion date that~~
 232 ~~meets the project budget and scope as advertised in the request~~
 233 ~~for qualifications.~~
 234 ~~(10)(11) REUSE OF EXISTING PLANS. Notwithstanding any other~~
 235 ~~provision of this section, there shall be no public notice~~
 236 ~~requirement or utilization of the selection process as provided~~
 237 ~~in this section for projects in which the agency is able to reuse~~
 238 ~~existing plans from a prior project of the agency, or, in the~~
 239 ~~case of a board as defined in s. 1013.01, a prior project of that~~

240 ~~or any other board. Except for plans of a board as defined in s.~~
 241 ~~1013.01, public notice for any plans that are intended to be~~
 242 ~~reused at some future time must contain a statement that provides~~
 243 ~~that the plans are subject to reuse in accordance with the~~
 244 ~~provisions of this subsection.~~
 245 ~~(11) (12) CONSTRUCTION OF LAW. Nothing in the amendment of this~~
 246 ~~section by chapter 75-281, Laws of Florida, is intended to~~
 247 ~~supersede the provisions of ss. 1013.45 and 1013.46.~~
 248
 249 ~~Section 255.20, Florida Statutes, is amended to read:~~
 250 ~~(1) A county, municipality, special district as defined in~~
 251 ~~chapter 189, or other political subdivision of the state~~
 252 ~~seeking to construct or improve a public building,~~
 253 ~~structure, or other public construction works must~~
 254 ~~competitively award to an appropriately licensed~~
 255 ~~contractor each project that is estimated to cost more~~
 256 ~~than \$300,000. For electrical work, the local government~~
 257 ~~must competitively award to an appropriately licensed~~
 258 ~~contractor each project that is estimated to cost more~~
 259 ~~than \$75,000. As used in this section, the term~~
 260 ~~"competitively award" means to award contracts based on~~
 261 ~~the submission of sealed bids, proposals submitted in~~
 262 ~~response to a request for proposal, proposals submitted in~~
 263 ~~response to a request for qualifications, or proposals~~

~~submitted for competitive negotiation. This subsection~~
~~expressly allows contracts for construction management~~
~~services, design-build contracts, phased design-build~~
~~contracts, continuation contracts based on unit prices,~~
~~and any other contract arrangement with a private sector~~
~~contractor permitted by any applicable municipal or county~~
~~ordinance, by district resolution, or by state law. For~~
~~purposes of this section, cost includes employee~~
~~compensation and benefits, except inmate labor, the cost~~
~~of equipment and maintenance, insurance costs, and the~~
~~cost of direct materials to be used in the construction of~~
~~the project, including materials purchased by the local~~
~~government, and other direct costs, plus a factor of 20~~
~~percent for management, overhead, and other indirect~~
~~costs. Subject to the provisions of subsection (3), the~~
~~county, municipality, special district, or other political~~
~~subdivision may establish, by municipal or county~~
~~ordinance or special district resolution, procedures for~~
~~conducting the bidding process.~~
Section 2343. This act shall take effect upon becoming law.

1 A bill to be entitled

2 An act relating to public procurement and public-private
3 partnerships; amending ss. 255.065, 287.055, and 255.20,
4 Florida Statutes; reconciling conflicts between the
5 Consultants' Competitive Negotiation Act and the Public-
6 private partnerships law; clarifying procurement procedures
7 applicable to unsolicited public-private partnership
8 proposals; authorizing negotiations without competitive
9 solicitation in specified circumstances; permitting
10 shortlisting and ranking when fewer than three firms
11 respond or are qualified; clarifying the use and scope of
12 continuing services contracts; providing procedures for the
13 solicitation of public-private partnership projects subject
14 to the Consultants' Competitive Negotiation Act; providing
15 guidance for phased design-build and integrated project
16 delivery procurements; clarifying responsibility for
17 procurement of performance and payment bonds in public-
18 private partnership projects; providing construction; and
19 providing an effective date.

20
21 Be It Enacted by the Legislature of the State of Florida:

22 [PREAMBLE - to be added by the Legislature]
23

24 Section 1.

Paragraph (f) of subsection (14) of section 255.065, Florida Statutes, is amended to read:

255.065 Public-private partnerships.—

(14) CONSTRUCTION.—

(f) This section does not waive any requirement of s. 287.055, provided, however, that subject to compliance with the requirements of subsection (3), if a responsible public entity receives an unsolicited proposal for a qualifying project that includes design-build services subject to s. 287.055, the responsible public entity is not required to solicit competitive proposals or initiate a competitive procurement process under s. 287.055 in order to evaluate or negotiate such unsolicited proposal.

Section 2.

Subsection (5) of section 255.065, Florida Statutes, is amended to add the following language to paragraph (b):

(5) PROJECT QUALIFICATION AND PROCESS.—

...

(b) The responsible public entity must:

1. Ensure that provision is made for the private entity's performance and payment of subcontractors, including, but not limited to, surety bonds, letters of credit, parent company guarantees, and lender and equity partner guarantees. For the

49 components of the qualifying project which involve construction
50 performance and payment, bonds are required and are subject to
51 the recordation, notice, suit limitation, and other requirements
52 of s. 255.05. Regardless of whether the responsible public
53 entity contracts directly with a developer or concessionaire or
54 with a general contractor, the general contractor performing
55 construction services is responsible for procuring performance
56 and payment bonds required under s. 255.05.

57
58 Section 3.

59 Paragraph (a) of subsection (7) of section 255.065, Florida
60 Statutes, is amended to read:

61 (7) COMPREHENSIVE AGREEMENT.—

62 (a) Before developing or operating the qualifying project, the
63 private entity must enter into a comprehensive agreement with
64 the responsible public entity. The comprehensive agreement must
65 provide for:

66 ...

67 9. Duties of the private entity, including the terms and
68 conditions that the responsible public entity determines serve
69 the public purpose of this section, including procurement of
70 performance and payment bonds required under s. 255.05 by the
71 general contractor performing construction services for the
72 qualifying project.

73
74
75 Section 4.

76 Paragraph (g) of subsection (2) of section 287.055, Florida
77 Statutes, is amended to read:

78 (g)1. A "continuing contract" is a contract for any of the
79 following:

80 a. Professional services entered into in accordance with all
81 the procedures of this act between an agency and a firm whereby
82 the firm provides professional services to the agency for
83 projects in which the estimated construction cost of each
84 individual project under the contract does not exceed \$7.5
85 million. Beginning July 1, 2025, and each July 1 thereafter, the
86 department shall adjust the maximum amount allowed on the
87 preceding June 30 for each individual project in a continuing
88 contract by using the change in the June-to-June Consumer Price
89 Index for All Urban Consumers issued by the Bureau of Labor
90 Statistics of the United States Department of Labor. The
91 department shall publish the adjusted amount on its website;

92 b. Study activity if the fee for professional services for each
93 individual study under the contract does not exceed \$500,000; or

94 c. Work of a specified nature as outlined in the contract
95 required by the agency, with the contract being for a fixed term

or with no time limitation except that the contract must provide a termination clause.

~~2. Firms providing professional services under continuing contracts may not be required to bid against one another.~~ The categories set forth in subparagraphs 1.a., 1.b., and 1.c. are independent and disjunctive, and the monetary limitations applicable to subparagraphs 1.a. and 1.b. do not apply to contracts entered into pursuant to subparagraph 1.c.

~~3. Firms providing professional services under continuing contracts may not be required to bid against one another.~~

Section 5.

Subsection (4) of section 287.055, Florida Statutes, is amended to add paragraph (e) to read:

(4) COMPETITIVE SELECTION.—

...

(e) Notwithstanding paragraphs (a) and (b), if fewer than three firms respond to a properly advertised solicitation or if fewer than three firms are determined to be qualified after evaluation pursuant to this section, the agency may proceed with discussions, shortlisting, and ranking of the responding or qualified firms, provided that all other requirements of this section are satisfied.

120 Section 6.

121 Subsection (4) of section 287.055, Florida Statutes, is amended
122 to add paragraph (f) to read:

123 (4) COMPETITIVE SELECTION.—

124 ...

125 (f) An agency soliciting a public-private partnership involving
126 a design-build project subject to this act is not required to
127 proceed with the two-step process set forth in sections (4) and
128 (5), but instead may comply herewith by selecting a developer or
129 concessionaire without an associated design team and requiring
130 the developer or concessionaire to procure its design team in a
131 manner that complies with the requirements of this act.

132
133 Section 287.055, Florida Statutes, is amended to add subsection
134 (10) and to renumber existing subsections (10) and (11) as
135 subsections (11) and (12), respectively, to read:

136 (10) REUSE OF EXISTING PLANS. Notwithstanding any other
137 provision of this section, there shall be no public notice
138 requirement or utilization of the selection process as provided
139 in this section for projects in which the agency is able to
140 reuse existing plans from a prior project of the agency, or, in
141 the case of a board as defined in s. 1013.01, a prior project of
142 that or any other board. Except for plans of a board as defined
143 in s. 1013.01, public notice for any plans that are intended to

~~be reused at some future time must contain a statement that~~
~~provides that the plans are subject to reuse in accordance with~~
~~the provisions of this subsection.~~ PHASED DESIGN-BUILD.— An
Agency may combine the design and construction phases of a
project into a single contract and select the design-build firm
in the early stages of a project to be a part of the
collaboration and development of the design as part of a step-
by-step progression through construction. Such a contract is
referred to as a phased design-build contract. For phased
design-build contracts, selection and award must include a two-
phase process. For phase one, the Agency shall competitively
award the contract to a design-build firm by the use of a
qualifications-based selection process pursuant to subsections
(3), (4), and (5). For phase two, the design-build firm shall
competitively bid construction trade subcontractor packages and,
based upon these bids, negotiate with the Agency a guaranteed
maximum price or fixed price and guaranteed completion date that
meets the project budget and scope as advertised in the request
for qualifications.

~~(10)-(11)~~ REUSE OF EXISTING PLANS.—Notwithstanding any other
 provision of this section, there shall be no public notice
 requirement or utilization of the selection process as provided
 in this section for projects in which the agency is able to reuse
 existing plans from a prior project of the agency, or, in the

case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

~~(11)~~ (12) CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

Section 7.

Section 255.20, Florida Statutes, is amended to read:

(1) A county, municipality, special district as defined in chapter 189, or other political subdivision of the state seeking to construct or improve a public building, structure, or other public construction works must competitively award to an appropriately licensed contractor each project that is estimated to cost more than \$300,000. For electrical work, the local government must competitively award to an appropriately licensed contractor each project that is estimated to cost more than \$75,000. As used in this section, the term "competitively award" means to award contracts based on the submission of sealed bids, proposals submitted in

response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation. This subsection expressly allows contracts for construction management services, design-build contracts, phased design-build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable municipal or county ordinance, by district resolution, or by state law. For purposes of this section, cost includes employee compensation and benefits, except inmate labor, the cost of equipment and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project, including materials purchased by the local government, and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs. Subject to the provisions of subsection (3), the county, municipality, special district, or other political subdivision may establish, by municipal or county ordinance or special district resolution, procedures for conducting the bidding process.

Section 8. This act shall take effect upon becoming law.

1 A bill to be entitled

2 An act relating to public procurement and public-private
 3 partnerships; amending ss. 255.065, 287.055, and 255.20,
 4 Florida Statutes; reconciling conflicts between the
 5 Consultants' Competitive Negotiation Act and the Public-
 6 private partnerships law; clarifying procurement procedures
 7 applicable to unsolicited public-private partnership
 8 proposals; authorizing negotiations without competitive
 9 solicitation in specified circumstances; permitting
 10 shortlisting and ranking when fewer than three firms
 11 respond or are qualified; clarifying the use and scope of
 12 continuing services contracts; providing procedures for the
 13 solicitation of public-private partnership projects subject
 14 to the Consultants' Competitive Negotiation Act; providing
 15 guidance for phased design-build and integrated project
 16 delivery procurements; ~~reconciling competitive solicitation~~
 17 ~~procedures with the Sunshine Law;~~ clarifying responsibility
 18 for procurement of performance and payment bonds in public-
 19 private partnership projects; ~~reinstating public records~~
 20 ~~and public meeting exemptions for unsolicited public-~~
 21 ~~private partnership proposals; providing for sunset review~~
 22 ~~of exemptions;~~ providing construction; and providing an
 23 effective date.
 24

Page 1 of 13

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

[PREAMBLE - to be added by the Legislature]

Section 1.

Paragraph (f) of subsection (14) of section 255.065, Florida Statutes, is amended to read:

255.065 Public-private partnerships.—

(14) CONSTRUCTION.—

(f) This section does not waive any requirement of s. 287.055, provided, however, that subject to compliance with the requirements of subsection (3), if a responsible public entity receives an unsolicited proposal for a qualifying project that includes design-build services subject to s. 287.055, the responsible public entity is not required to solicit competitive proposals or initiate a competitive procurement process under s. 287.055 in order to evaluate or negotiate such unsolicited proposal.

Section 2.

Subsection (5) of section 255.065, Florida Statutes, is amended to add the following language to paragraph (b):

(5) PROJECT QUALIFICATION AND PROCESS.—

...

(b) The responsible public entity must:

1. Ensure that provision is made for the private entity's performance and payment of subcontractors, including, but not limited to, surety bonds, letters of credit, parent company guarantees, and lender and equity partner guarantees. For the components of the qualifying project which involve construction performance and payment, bonds are required and are subject to the recordation, notice, suit limitation, and other requirements of s. 255.05. Regardless of whether the responsible public entity contracts directly with a developer or concessionaire or with a general contractor, the general contractor performing construction services is responsible for procuring performance and payment bonds required under s. 255.05.

Section 3.

Paragraph (a) of subsection (7) of section 255.065, Florida Statutes, is amended to read:

(7) COMPREHENSIVE AGREEMENT.—

(a) Before developing or operating the qualifying project, the private entity must enter into a comprehensive agreement with the responsible public entity. The comprehensive agreement must provide for:

...

9. Duties of the private entity, including the terms and conditions that the responsible public entity determines serve

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the public purpose of this section, including procurement of
performance and payment bonds required under s. 255.05 by the
general contractor performing construction services for the
qualifying project.

~~Section 255.065, Florida Statutes, is amended to add subsection~~
~~(15) to read:~~

~~(15) PUBLIC RECORDS AND PUBLIC MEETINGS EXEMPTIONS.~~

~~(a) As used in this subsection, the term "competitive~~
~~solicitation" has the same meaning as provided in s. 119.071(1).~~

~~(b)1. An unsolicited proposal received by a responsible public~~
~~entity is exempt from s. 119.07(1) and s. 24(a), Art. I of the~~
~~State Constitution until such time as the responsible public~~
~~entity provides notice of an intended decision for a qualifying~~
~~project, or upon the noticing of a public meeting under~~
~~subsection (3)(c).~~

~~2. If the responsible public entity rejects all proposals~~
~~submitted pursuant to a competitive solicitation for a~~
~~qualifying project and such entity concurrently provides notice~~
~~of its intent to seek additional proposals for such project, the~~
~~unsolicited proposal remains exempt until the responsible public~~
~~entity provides notice of an intended decision concerning the~~
~~reissued competitive solicitation for the qualifying project or~~

96 ~~until the responsible public entity withdraws the reissued~~
 97 ~~competitive solicitation for such project.~~
 98 ~~(c) If the responsible public entity does not issue a~~
 99 ~~competitive solicitation for a qualifying project, the~~
 100 ~~unsolicited proposal ceases to be exempt 365 days after receipt~~
 101 ~~of the unsolicited proposal by such entity. Notwithstanding the~~
 102 ~~foregoing, the responsible public entity shall not be required~~
 103 ~~to violate any applicable laws pertaining to disclosure of trade~~
 104 ~~records or trade secrets.~~
 105 ~~(d) 1. Any portion of a meeting of a responsible public entity~~
 106 ~~during which an unsolicited proposal that is exempt from s.~~
 107 ~~119.07(1) is discussed is exempt from s. 286.011 and s. 24(b),~~
 108 ~~Art. I of the State Constitution.~~
 109 ~~2.a. A complete recording must be made of any portion of a~~
 110 ~~meeting closed pursuant to this subsection. No portion of the~~
 111 ~~closed meeting may be held off the record.~~
 112 ~~b. The recording of, and any records generated during,~~
 113 ~~a closed meeting are exempt from s. 119.07(1) and s. 24(a), Art.~~
 114 ~~I of the State Constitution until the responsible public entity~~
 115 ~~provides notice of an intended decision for a qualifying project~~
 116 ~~or until 180 days after receipt of the unsolicited proposal if a~~
 117 ~~competitive solicitation is not issued for the subject project.~~
 118 ~~e. If the responsible public entity rejects all~~
 119 ~~proposals and concurrently provides notice of its intent to~~

~~reissue a competitive solicitation, the recording and any
records generated at a closed meeting remain exempt from s.
119.07(1) and s. 24(a), Art. I of the State Constitution until
such time as the responsible public entity provides notice of an
intended decision concerning the reissued competitive
solicitation or until the responsible public entity withdraws
the reissued competitive solicitation for such project.~~

~~d. A recording and any records generated during a
closed meeting are exempt for no longer than 365 days after the
initial notice by the responsible public entity rejecting all
proposals.~~

~~(e) This subsection is subject to the Open Government Sunset
Review Act in accordance with s. 119.15 and shall stand repealed
on October 5, 2032, unless reviewed and saved from repeal
through reenactment by the Legislature.~~

Section 4.

Paragraph (g) of subsection (2) of section 287.055, Florida
Statutes, is amended to read:

(g)1. A "continuing contract" is a contract for any of the
following:

a. Professional services entered into in accordance with all
the procedures of this act between an agency and a firm whereby
the firm provides professional services to the agency for

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144 projects in which the estimated construction cost of each
 145 individual project under the contract does not exceed \$7.5
 146 million. Beginning July 1, 2025, and each July 1 thereafter, the
 147 department shall adjust the maximum amount allowed on the
 148 preceding June 30 for each individual project in a continuing
 149 contract by using the change in the June-to-June Consumer Price
 150 Index for All Urban Consumers issued by the Bureau of Labor
 151 Statistics of the United States Department of Labor. The
 152 department shall publish the adjusted amount on its website;
 153 b. Study activity if the fee for professional services for each
 154 individual study under the contract does not exceed \$500,000; or
 155 c. Work of a specified nature as outlined in the contract
 156 required by the agency, with the contract being for a fixed term
 157 or with no time limitation except that the contract must provide
 158 a termination clause.

159 ~~2. Firms providing professional services under continuing~~
 160 ~~contracts may not be required to bid against one another. The~~
 161 ~~categories set forth in subparagraphs 1.a., 1.b., and 1.c. are~~
 162 ~~independent and disjunctive, and the monetary limitations~~
 163 ~~applicable to subparagraphs 1.a. and 1.b. do not apply to~~
 164 ~~contracts entered into pursuant to subparagraph 1.c.~~

165 3. Firms providing professional services under continuing
 166 contracts may not be required to bid against one another.
 167

168 ~~Paragraph (a) of subsection (4) of section 287.055, Florida~~
 169 ~~Statutes, is amended to read:~~
 170 ~~(4) COMPETITIVE SELECTION.—~~
 171 ~~(a) For each proposed project, the agency shall evaluate~~
 172 ~~current statements of qualifications and performance data on~~
 173 ~~file with the agency, together with those that may be submitted~~
 174 ~~by other firms regarding the proposed project, and shall conduct~~
 175 ~~discussions with, and may require public presentations by, no~~
 176 ~~fewer than three firms regarding their qualifications, approach~~
 177 ~~to the project, and ability to furnish the required services.~~
 178 Such discussions, negotiations, or presentations shall be
 179 conducted in a closed, recorded session subject to the temporary
 180 exemption from public records requirements set forth in ss.
 181 119.071(1)(b) and 286.0113(2), Florida Statutes.

183 Section 5.

184 Subsection (4) of section 287.055, Florida Statutes, is amended
 185 to add paragraph (e) to read:

186 (4) COMPETITIVE SELECTION.—

187 ...

188 (e) Notwithstanding paragraphs (a) and (b), if fewer than three
 189 firms respond to a properly advertised solicitation or if fewer
 190 than three firms are determined to be qualified after evaluation
 191 pursuant to this section, the agency may proceed with

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192 discussions, shortlisting, and ranking of the responding or
 193 qualified firms, provided that all other requirements of this
 194 section are satisfied.

195
 196 Section 6. Formatted: Underline

197 Subsection (4) of section 287.055, Florida Statutes, is amended
 198 to add paragraph (f) to read:

199 (4) COMPETITIVE SELECTION.—

200 ...

201 (f) An agency soliciting a public-private partnership involving
 202 a design-build project subject to this act is not required to
 203 proceed with the two-step process set forth in sections (4) and
 204 (5), but instead may comply herewith by selecting a developer or
 205 concessionaire without an associated design team and requiring
 206 the developer or concessionaire to procure its design team in a
 207 manner that complies with the requirements of this act.

208
 209 Section 287.055, Florida Statutes, is amended to add subsection
 210 (10) and to renumber existing subsections (10) and (11) as
 211 subsections (11) and (12), respectively, to read:

212 (10) REUSE OF EXISTING PLANS. Notwithstanding any other
 213 provision of this section, there shall be no public notice
 214 requirement or utilization of the selection process as provided
 215 in this section for projects in which the agency is able to

216 ~~reuse existing plans from a prior project of the agency, or, in~~
 217 ~~the case of a board as defined in s. 1013.01, a prior project of~~
 218 ~~that or any other board. Except for plans of a board as defined~~
 219 ~~in s. 1013.01, public notice for any plans that are intended to~~
 220 ~~be reused at some future time must contain a statement that~~
 221 ~~provides that the plans are subject to reuse in accordance with~~
 222 ~~the provisions of this subsection.~~ PHASED DESIGN-BUILD.— An
 223 Agency may combine the design and construction phases of a
 224 project into a single contract and select the design-build firm
 225 in the early stages of a project to be a part of the
 226 collaboration and development of the design as part of a step-
 227 by-step progression through construction. Such a contract is
 228 referred to as a phased design-build contract. For phased
 229 design-build contracts, selection and award must include a two-
 230 phase process. For phase one, the Agency shall competitively
 231 award the contract to a design-build firm by the use of a
 232 qualifications-based selection process pursuant to subsections
 233 (3), (4), and (5). For phase two, the design-build firm shall
 234 competitively bid construction trade subcontractor packages and,
 235 based upon these bids, negotiate with the Agency a guaranteed
 236 maximum price or fixed price and guaranteed completion date that
 237 meets the project budget and scope as advertised in the request
 238 for qualifications.

239 ~~(10)~~ (11) REUSE OF EXISTING PLANS.—Notwithstanding any other
 240 provision of this section, there shall be no public notice
 241 requirement or utilization of the selection process as provided
 242 in this section for projects in which the agency is able to reuse
 243 existing plans from a prior project of the agency, or, in the
 244 case of a board as defined in s. 1013.01, a prior project of that
 245 or any other board. Except for plans of a board as defined in s.
 246 1013.01, public notice for any plans that are intended to be
 247 reused at some future time must contain a statement that provides
 248 that the plans are subject to reuse in accordance with the
 249 provisions of this subsection.

250 ~~(11)~~ (12) CONSTRUCTION OF LAW.—Nothing in the amendment of this
 251 section by chapter 75-281, Laws of Florida, is intended to
 252 supersede the provisions of ss. 1013.45 and 1013.46.

253

254 Section 7.

255 Section 255.20, Florida Statutes, is amended to read:

256 (1) A county, municipality, special district as defined in
 257 chapter 189, or other political subdivision of the state
 258 seeking to construct or improve a public building,
 259 structure, or other public construction works must
 260 competitively award to an appropriately licensed
 261 contractor each project that is estimated to cost more
 262 than \$300,000. For electrical work, the local government

must competitively award to an appropriately licensed
 contractor each project that is estimated to cost more
 than \$75,000. As used in this section, the term
 "competitively award" means to award contracts based on
 the submission of sealed bids, proposals submitted in
 response to a request for proposal, proposals submitted in
 response to a request for qualifications, or proposals
 submitted for competitive negotiation. This subsection
 expressly allows contracts for construction management
 services, design-build contracts, phased design-build
contracts, continuation contracts based on unit prices,
 and any other contract arrangement with a private sector
 contractor permitted by any applicable municipal or county
 ordinance, by district resolution, or by state law. For
 purposes of this section, cost includes employee
 compensation and benefits, except inmate labor, the cost
 of equipment and maintenance, insurance costs, and the
 cost of direct materials to be used in the construction of
 the project, including materials purchased by the local
 government, and other direct costs, plus a factor of 20
 percent for management, overhead, and other indirect
 costs. Subject to the provisions of subsection (3), the
 county, municipality, special district, or other political
 subdivision may establish, by municipal or county

287 ordinance or special district resolution, procedures for
288 conducting the bidding process.
289 Section ~~28~~. This act shall take effect upon becoming law.

Residential Contract For Sale And Purchase

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



3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").
- (c) If the dates in this Paragraph 3 fall on a Saturday, Sunday, or Holiday, they shall not be extended under the provisions of STANDARD F(ii).

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

F. TIME: Time is of the essence in this Contract. Calendar Days shall be used in computing time periods in this Contract.

(i) Definitions:

a. A "Calendar Day" is any day; references in this Contract to "calendar day" or "day" shall be deemed to be Calendar Day. Each Calendar Day starts at 12:00 a.m. and ends at 11:59 p.m., based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined).

b. A "Holiday" is a federal holiday listed in 5 U.S.C. Sec. § 6103(a)), or a the Calendar Day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend.

(ii) How to Compute Time Periods (count days): Unless this Contract expressly states otherwise, count every Calendar Day including Saturdays, Sundays and Holidays, as follows:

a. When counting forward from the Effective Date, a starting date or an event:

1. Start counting on the next Calendar Day.

2. If the last counted Calendar Day is a Saturday, Sunday, or Holiday, the deadline moves to the next Calendar Day which is not a Saturday, Sunday, or Holiday.

b. When counting backward from the Closing Date, a future date or an event:

1. Start counting on the Calendar Day before the Closing Date, future date or event.

2. If the last counted Calendar Day is a Saturday, Sunday, or Holiday, the deadline moves to the previous Calendar Day which is not a Saturday, Sunday, national legal public holiday, or Holiday.

c. If a day/date specified in this Contract falls on a Saturday, Sunday or Holiday, the date moves to the next Calendar Day which a national legal public holiday is observed is not a Saturday, Sunday, or Holiday.

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Residential Contract For Sale And Purchase

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



1 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
2 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
3 conducting the mediation. In any litigation ~~permitted by arising out of or related to~~ this Contract, the prevailing party
4 shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees,
5 incurred in conducting the litigation. In any proceeding where Escrow Agent interpleads the subject matter of the
6 escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court
7 order out of the escrowed funds or equivalent. This Paragraph 17 shall survive Closing or termination of this
8 Contract.

EXECUTIVE SUMMARY
REVISIONS TO UNIFORM TITLE STANDARDS CHAPTER 3 CONVEYANCES

January 2026

Chapter 3, Conveyances, was last revised over a period from 2003 through 2016. This revision restructures the chapter, adds standards (indicated with an *), problems and commentary pertaining to the authority to hold and convey title with various nuances related to the parties to a conveyance and a discussion of Remote Online Notaries. Additionally, the chapter is improved with recent statutory and case citations, new problems illustrating the standards, and the problems are formatted for consistency.

***TITLE STANDARD 3.0 MARKETABILITY OF CONVEYANCES** is new and sets forth the essential components of a conveyance by deed to achieve marketable title including identification of the grantor and grantee, grantor signature, two subscribing witnesses, a legal description, acknowledgment by the grantor, and delivery. A series of problems illustrate the standard. Problem 1 demonstrates that consideration is not an essential component of the deed in the absence of the grantee's inequitable conduct. Problem 1 was previously addressed in Problems 1 and 2 of former Title Standard 3.8. Problems 2 – 5 have been added to demonstrate the elements of the standard and the comments include discussion of several cases pertinent to the standard.

***TITLE STANDARD 3.1 AUTHORITY TO HOLD AND CONVEY TITLE - PARTIES TO CONVEYANCES** is new and provides that only an identifiable natural person who is competent and has reached the age of majority may hold and convey title to an identifiable grantee. This standard sets the stage for standards 3.1-1 through 3.1-6, a series of title standards addressing classes of specific grantors and grantees who fall outside of the category of natural persons, who are competent, clearly identified and of the age of majority, including unincorporated associations, trustees of unincorporated churches, fictitious names, those acting in a representative capacity, minors, and deceased grantees.

TITLE STANDARD 3.1-1 AUTHORITY TO HOLD AND CONVEY TITLE – CONVEYANCES INVOLVING UNINCORPORATED ASSOCIATIONS was formerly Title Standard 3.1 and provides conveyances to unincorporated associations will not vest legal title unless specifically authorized by law. Problem 1 was previously the sole problem in Title Standard 3.1. Problems 2 and 3 were added to demonstrate title cannot vest in an entity that has not yet been incorporated with the Florida Department of State, but title may vest when a deed is executed before incorporation and delivered after incorporation.

TITLE STANDARD 3.1-2 AUTHORITY TO HOLD AND CONVEY TITLE – CONVEYANCES INVOLVING TRUSTEES OF UNINCORPORATED CHURCHES was formerly Title Standard 3.1-1 and provides conveyances to the named or unnamed trustees of an unincorporated church vests title in those trustees or their successors with the full power and authority to convey and mortgage that property. Problem 1 was previously the sole Problem in Title Standard 3.1-1. Problem 2 was

added to illustrate the authority of subsequent trustees who are different from those named in the vesting deed to convey marketable title.

***TITLE STANDARD 3.1-3 AUTHORITY TO HOLD AND CONVEY TITLE - CONVEYANCES INVOLVING FICTITIOUS NAMES** is new and provides that a conveyance to a fictitious name does not convey marketable title, but a conveyance to a natural person, followed by “doing business as”, “DBA”, or another similar designation does convey marketable title. Problems 1 and 2 simply illustrate the standard as stated. Problem 3 demonstrates that once title is conveyed to a grantee by stating the name of the natural person, DBA, or a fictitious name, marketable title may be later conveyed by that natural person without including the fictitious name in the deed. Problem 4 provides that the transfer of ownership of a fictitious name from one individual to another does not authorize the transferee to convey marketable title vested in the transferor d/b/a the fictitious name. Problem 5 states that a certified judgment against a fictitious name in which title is vested is a cloud on that title.

***TITLE STANDARD 3.1-4 AUTHORITY TO HOLD AND CONVEY TITLE – EVIDENCE OF AUTHORITY FOR GRANTORS ACTING IN REPRESENTATIVE CAPACITY** is a new standard with four problems illustrating the authority and manner in which a Florida general partnership, a Florida limited partnership, a custodian or trustee of a company’s 401k plan, and a joint venture can hold and convey title. The commentary points to other standards related to conveyances made in a representative capacity including conveyance to and from attorneys in fact, unincorporated associations, churches, fictitious names, minors, corporations, limited liability companies, personal representatives, trustees, and personal representatives dealing with homestead.

***TITLE STANDARD 3.1-5 AUTHORITY TO HOLD AND CONVEY TITLE – CONVEYANCES INVOLVING MINORS** is a new standard with three problems illustrating the inability of minors to convey title on their own behalf absent removal of the disability of nonage by marriage, the application of Florida’s natural guardian statute, and the application of the Uniform Transfers to Minors Act. The comments provide a detailed explanation of the disability of nonage and the ways that disability may be removed, and when a conveyance made by a minor may be ratified or disaffirmed. Additionally, the comments explore natural guardians, guardians, and custodians as mechanisms by which title vested in a minor may be conveyed.

***TITLE STANDARD 3.1-6 AUTHORITY TO HOLD AND CONVEY TITLE – CONVEYANCES TO DECEASED GRANTEE** is a new standard with one problem demonstrating that for a conveyance to a natural person to be valid, the grantee must be alive and identified at the time of delivery of the deed.

TITLE STANDARD 3.2 – DEED PURPORTING TO CORRECT PREVIOUS EFFECTIVE DEED is an existing standard stating that unilaterally executing a new deed making a change in the conveyance cannot correct a former deed that contained an error. In addition to general revisions improving

clarity and readability, Problem 2 was added to illustrate that the legal description within a deed may not be modified to add land after the deed is executed, delivered, and recorded.

TITLE STANDARD 3.3 AFFIDAVIT is an existing standard instructing reliance upon affidavits containing sufficient facts to address possible defects in otherwise marketable title. Existing Problems 1 – 3 permit reliance upon an affidavit to established variations in name in vesting deeds and a death certificate and subsequent deeds refer to one and the same person. Existing Problem 4 validates the use of an affidavit to establish the grantor’s marital status at the time of conveyance. New Problems 5 and 6 are added to illustrate reliance upon an affidavit to establish execution and delivery of a deed before the grantor’s death, and the application and a limitation of a Curative Notice as prescribed in section 689.041, Florida Statutes. Comments were added to include a reference to Title Standard 16.2 as the need to establish delivery when there is a delay in recording as well as to explain that affidavits cannot be used to correct actual title defects.

TITLE STANDARD 3.4 ACKNOWLEDGMENT – NECESSITY FOR SEAL AND EXCEPTIONS is a combination of existing Standards 3.4 and 3.5. Those standards were merged into one standard addressing the necessity for a seal and exceptions on acknowledgments taken within Florida, other states within the United States and outside of the United States. Problems 1, 2, and 4 provide certificates of acknowledgment taken in Florida or outside of the United States that do not include a seal are neither valid nor effective. These Problems were contained in the former standard 3.4. Problem 3 was contained in the former Title Standard 3.5 and provides that certificates of acknowledgment taken within the United States but outside of the State of Florida may be effective without a seal. The Authorities & References were updated and additional comments concerning curative statutes sections 694.08 and 95.231, Florida Statutes and acknowledgments taken by members of the United States Armed Forces and their spouses were added.

***TITLE STANDARD 3.5 ACKNOWLEDGMENT – FLORIDA REMOTE ONLINE NOTARIZATION** is a new Standard including three problems demonstrating that a deed with an acknowledgment taken online by a Florida RON may be effective only if when the Florida RON was in the State of Florida at the time of the notarial act regardless of where the seller was located at the time of the online notarial act.

TITLE STANDARD 3.6 ERRONEOUS, INCONSISTENT OR OMITTED DATE is an existing standard. The three problems were contained in the former Standard. Comments have been added to the Standard discussing the cited Authorities and References.

TITLE STANDARD 3.7 AFTER ACQUIRED TITLE is an existing standard. Problem 1 demonstrates the application of the doctrine of after-acquired title when title is perfected in a grantor after the grantor conveys by warranty deed. Problem 2 is new and provides that after acquired title is not applicable when title is perfected in a grantor after the grantor conveys by quit claim deed.

TITLE STANDARD 3.8 is reserved. This was formerly **CONVEYANCE WITHOUT CONSIDERATION** and is merged into **TITLE STANDARD 3.0 MARKETABILITY OF CONVEYANCES**.

TITLE STANDARD 3.9 CERTAIN DEFECTS IN DEEDS CURED is an existing standard. Problems 1 through 4 were modified to better illustrate the application of sections 95.231(1) and 694.08, Florida Statutes to cure a defect of lack of witnesses, or a defective or missing acknowledgement after five years from the date of recording for grantors acting in an individual capacity and after seven years and one subsequently recorded deed for grantors acting in a representative capacity. The Comment provides that these curative statutes apply only in the absence of fraud, adverse possession, or pending litigation.

CHAPTER 3 CONVEYANCES

STANDARD 3.0

MARKETABILITY OF CONVEYANCES

STANDARD: FOR DETERMINING MARKETABILITY, THE ESSENTIAL COMPONENTS FOR ALL CONVEYANCES INCLUDE A WRITTEN INSTRUMENT WITH WORDS OF CONVEYANCE, SIGNED IN THE PRESENCE OF TWO SUBSCRIBING AND DISINTERESTED WITNESSES, THE IDENTIFICATION OF EXISTING AND ASCERTAINABLE GRANTORS AND GRANTEES, A SUFFICIENT LEGAL DESCRIPTION, UNCONDITIONAL DELIVERY TO THE GRANTEE AND COMPLIANCE WITH SECTION 695.03, F.S.

Problem 1: John Doe, a single person, conveyed Blackacre as a gift to Gary Grantee. Is Gary Grantee's title marketable?

Answer: Yes, in the absence of evidence of inequitable conduct by Roe.

Problem 2: Janet Jazz agreed to convey a vacant lot to Ricky Roe. To save costs, Janet prepares the deed herself and has a friend who is a notary public take the acknowledgment. Ricky signs the deed along with Janet's neighbor as a witness. Janet delivers the deed to Ricky. Four years later, is Ricky's title marketable?

Answer: No. A witness must not have an interest in the transaction. As a grantee to the conveyance, Ricky could not serve as a witness. Because the deed is less than 5 years old, F.S. § 95.231 does not apply to cure this defect.

Problem 3: Same facts as Problem 2, except instead of Ricky, the notary public signs the deed a second time as a witness along with Janet's neighbor. Is Ricky's title marketable?

Answer: Yes.

Problem 4: John Doe and Jane Smith each owned an undivided one-half interest in Blackacre. A deed to Blackacre was thereafter executed and recorded naming only John Doe as the grantor and Mary Jones as the grantee and containing the legal description for Blackacre. The deed was signed by both John Doe and Jane Smith and the notary's acknowledgment listed both John and Jane as signatories. Did Mary Jones receive marketable title to Jane Smith's 50% interest in Blackacre?

Answer: No. Although Jane executed the deed, she must also be identified as a grantor to convey title.

Problem 5: Blackacre was conveyed simply to the "Estate of Sally South" without identifying any natural person or legal entity as being the grantee. Sally was deceased at the time of the conveyance and no probate documents identifying any heirs or devisees of Sally South were recorded. Is the grantee's title marketable?

Answer: No. An estate is not a competent grantee. A grantee has to be a natural person or a legal entity capable of acquiring title.

Authorities &
References:

Fla. Stat. §§ 689.01, 689.02, 689.03 & 689.09 (2025); *Chase Federal Sav. and Loan Ass'n v. Schreiber*, 479 So. 2d 90 (Fla. 1985) (consideration unnecessary for a

The Florida Bar

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conveyance of land); *George Anderson Training & Consulting, Inc. v. Miller Bey Paralegal & Financing, LLC*, 313 So. 3d 214 (Fla. 2d DCA 2021); *Medina v. Orange County*, 147 So. 2d 556 (Fla. 2d DCA 1962); *Myers v. Francis*, 548 So. 2d 833, 834 (Fla. 3d DCA 1989); FUND TN 10.03.04; 10.03.08; *Heath v. First National Bank in Milton*, 213 So. 2d 883, 889 (Fla. 1st DCA 1968).

Comment:

The Problems and this Comment are limited to a discussion of the most common issues that arise concerning the essential elements of a conveyance as they affect marketability of title. However, the conveyance of homestead property owned by a married person is not addressed here because further guidance is provided in Chapter 18 of these Standards. *See* Title Standard 18.1.

There are no specific words that must be used in a deed, but there must be operative language that is sufficient to demonstrate an intention to transfer title to an estate in the real property described. *See Tucker v. Cole*, 148 Fla. 214, 219 (Fla. 1941); *Salzman v. Ahern*, 306 So. 2d 537, 539 (Fla. 1st DCA 1975) (“Technical words of grant or conveyance are not essential in order for a deed to operate as a conveyance.”); FUND TN 10.03.04 (discussing examples of words that have been found to be sufficient and insufficient for a conveyance).

Problem 1 is included to illustrate that consideration is not required for a valid conveyance. Specifically, section 689.01, Florida Statutes, which sets forth the requirements for a valid conveyance of real property do not include the receipt of consideration, and thereby significantly limits the prior common law requirements for the receipt of consideration. *Chase v. Schreiber* held that an owner of real property may convey it without consideration to any person the grantor chooses, regardless of family or marital relationship. *Chase*, 479 So. 2d 90. According to the Court in *Chase*, the “role of consideration in land conveyancing has been reduced to a mere matter of form except when courts choose to rely on the lack of consideration as a reason to intervene when something fraudulent or inequitable has taken place.” *Chase*, 479 So. 2d at 99. With respect to such exception, a court may rescind a deed for failure of consideration where consideration is demonstrably intended by the parties as part of the transaction such as where the grantee obtained the conveyance through fraud, misrepresentation or undue influence. *Chase*, 479 So. 2d at 102.

It should be noted, however, that a recipient of an executed and delivered deed for no consideration is not entitled to protection under section 695.01, Florida Statutes, which protects subsequent purchasers for valuable consideration against unrecorded interests. *Chase*, 479 So. 2d at 101, 102.

A conveyance as a gift to a charitable institution is valid. *Montgomery v. Carlton*, 126 So. 135, 140 (Fla. 1930) (property donated to charity in which the title is vested absolutely and with no conditions vests absolute).

Problems 2 and 3 serve to illustrate how the selection and number of witnesses can affect the marketability of a conveyance. Section 689.01, F.S. does not require witnesses to subscribe in the presence of the grantor or in the presence of each other. *Sweat v. Yates*, 463 So. 2d 306, 307 (Fla. 1st DCA 1984). Nor does the statute require witnesses to sign the document before delivery is accomplished. *Id.* (reversing summary judgment based upon evidence that there were two persons who were present at time and place grantor signed deed). However, witnesses must be disinterested and cannot be parties to the conveyance. *George Anderson Training and Consulting, Inc. v. Miller Bey Paralegal & Financing, LLC*, 313 So. 3d 214, 220 (Fla. 2d DCA 2021) (citing *Liddon v. Hodnett*, 22 Fla. 442, 443-44 (Fla. 1886) to invalidate deed in part because grantee signed as witness). While a notary public can serve as one of the two required witnesses, the notary must sign twice – once on the witness signature line and again following the acknowledgment. *See Santos v. Bogh*, 334 So.

2d 833 (Fla. 3d DCA 1976) (rejecting argument that notary public's only signature on deed after acknowledgment could be considered as second subscribing witness); *Medina v. Orange County*, 147 So. 2d 556 (Fla. 2d DCA 1962); *American General Home Equity, Inc. v. Countrywide Home Loans, Inc.*, 769 So. 2d 508, 509 (Fla. 5th DCA 2000) *see also* Fla. Stat. § 117.107 (concerning prohibited acts and limitations upon Florida notaries public). There are some exceptions to the requirement for two subscribing witnesses such as those involving conveyances by corporations, The Board of Trustees of the Internal Improvement Trust Fund, and counties. Fla. Stat. § 692.01 (2025); Title Standard 4.3; Fla. Stat. § 253.431 (2025); Fla. Stat. § 125.411(2) (2025).

Problems 4 and 5 concern deeds that fail to adequately identify a grantor or grantee. An instrument signed by one or more persons not named in the granting clause is insufficient. *Heath v. First Nat'l Bank in Milton*, 213 So. 2d 883, 889 (Fla. 1st DCA 1968). Likewise, a deed which omits the name of a grantee is void and inoperative as a conveyance. *Myers v. Francis*, 548 So. 2d 833, 834 (Fla. 3d DCA 1989); FUND TN 10.04.03. *See also* Title Standards 3.1 - 3.1-6.

If the name of the grantor is missing from the top of a deed, there may be doubt as to whether the conveyance was valid to pass title. In *Heath*, a mortgage was executed by a duly authorized officer of a corporation encumbering the signatory's and his spouse's homestead property. *Heath*, 213 So. 2d at 883. In order to be a valid lien on the homestead property, the mortgage had to be signed in the presence of two subscribing witnesses and it was argued that this requirement had not been met.

The spouse's name in *Heath* was not listed at the top of the mortgage or in the certificate of acknowledgment, and, notably, she questioned whether it was her signature and also denied knowing that the mortgage was to encumber the homestead property. The court noted that there is generally a presumption that a person "intended to do that to which they subscribed their names . . ." *Id.* However, the court held that due to a lack of clear intent on the part of the spouse, it could not conclude that the mortgage was executed in a manner that complied with Article X, Section 4, of the Florida Constitution regarding encumbrance of homestead property owned by a married individual. Although this case dealt with a mortgage, it could be applied equally to a deed. Therefore, for title purposes, a signature alone on a deed without a clear showing of intent to convey, would likely not pass marketable title.

The sufficiency of legal descriptions for a valid conveyance is discussed in Chapter 21. Curative statutes as they relate to conveyances are further discussed in Title Standard 3.9.

Questions of marketability may arise if a deed of conveyance is not properly acknowledged. To impart constructive notice to subsequent purchasers and creditors, a deed must be recorded. F.S. 695.01 (2024). To entitle a deed to be recorded, an acknowledgment must comply with section 695.03, Florida Statutes. If the notarial certificate appears closer to a jurat using the words "sworn and subscribed to" as opposed to the acknowledgment form, then the deed's entitlement to recording could be challenged. *See, e.g., Summa Investing Corp. v. McClure*, 569 So. 2d 500 (Fla. 3d DCA 1990) (finding mortgage did not impart constructive notice as to subsequent purchasers because of defective acknowledgment); *but see, Pantry, Inc. v. Mijax Manager, LLC*, 310 So. 3d 504 (Fla. 5th DCA 2020) (finding that use of jurat instead of acknowledgment on lease termination documents was at worst a failure of strict compliance with statutes, but still entitled to be recorded). To avoid any doubt, a practitioner can use the statutory forms in sections 117.05(13)(b)-(c) or 695.25, Florida Statutes. Requirements pertaining to acknowledgments are further discussed in Title Standards 3.4 and 3.5.

If a deed has been recorded, then delivery can be presumed in the absence of evidence of fraud. *Wise v. Wise*, 134 Fla. 553 (1938); *Smith v. Owens*, 108 So. 891, 1003 (Fla. 1926). The potential impact of delayed recording is further discussed in Title Standard 16.2.

STANDARD 3.1

AUTHORITY TO HOLD AND CONVEY TITLE - PARTIES TO CONVEYANCES

STANDARD: AN IDENTIFIABLE NATURAL PERSON WHO IS COMPETENT AND HAS REACHED THE AGE OF MAJORITY IS CAPABLE OF HOLDING AND CONVEYING TITLE TO ONE OR MORE IDENTIFIABLE GRANTEES.

Comment: One of the requirements for a valid conveyance is the legal existence of the parties, whether natural or artificial, to the conveyance. In addition, both the grantor(s) and the grantee(s) have to be adequately identified in order to create a valid conveyance. A grantor conveying in a representative capacity must possess actual authority to execute the conveyance document.

The remainder of this Chapter 3.1 discusses specific classes of grantors and grantees, both natural persons and entities, whether incorporated or unincorporated, as parties to a conveyance. Each Standard under the Chapter 3.1 heading addresses requirements for that particular class of grantor or grantee to convey or receive marketable title. Title Standard 3.1-1 covers conveyances to unincorporated associations. Title Standard 3.1-2 deals with conveyances to and from trustees of unincorporated churches. Conveyances involving fictitious names are covered in Title Standard 3.1-3. Title Standard 3.1-4 addresses the conveyance of real property in a representative capacity rather than an individual capacity. The conveying of title held by a natural person who is a minor is covered in Title Standard 3.1-5. Finally, Title Standard 3.1-6 addresses conveyances to a deceased grantee.

A word about incapacity is necessary. There are different types of incapacity that can affect a person's ability to convey title to real property. In addition to incapacity due to minority, which is addressed in Title Standard 3.1-5, there are numerous other physical, mental, and legal reasons why a person of majority might be legally incapable of executing a binding conveyance of real property. In some of those cases, a practitioner should consider the need for a formal guardianship. The topic of guardianships and real property is beyond the scope of this Chapter. Conveyances using a power of attorney are discussed in Chapter 1 of these Title Standards.

STANDARD 3.1-1

AUTHORITY TO HOLD AND CONVEY TITLE - CONVEYANCES INVOLVING
UNINCORPORATED ASSOCIATIONS

STANDARD: A CONVEYANCE TO AN UNINCORPORATED ASSOCIATION DOES NOT OPERATE TO VEST LEGAL TITLE IN SUCH ASSOCIATION, UNLESS SPECIFICALLY AUTHORIZED BY LAW.

Problem 1: Blackacre was conveyed to Wildlife Hunting and Fishing Association, an unincorporated association. Later, Blackacre was conveyed by this association by its president and secretary to John Doe. Did Doe acquire marketable title to Blackacre?

Answer: No, because the association is not a legal entity capable of holding title.

Problem 2: A deed to Blueacre dated, signed and acknowledged June 1, 2022, was delivered to and accepted by, ABC Real Estate, Inc., a Florida corporation, on June 2, 2022. Articles of Incorporation for ABC Real Estate, Inc. were submitted to the Florida Department of State (“FLDOS”) on June 1, 2022, however, FLDOS did not accept the filing until June 8, 2022. Did ABC Real Estate, Inc. acquire marketable title to Blueacre?

Answer: No, because the corporation did not exist as of the date of acceptance of the deed.

Problem 3: Same facts as Problem 2, except that the deed to Blueacre was not delivered to ABC Real Estate, Inc. until June 23, 2022. Did ABC Real Estate, Inc. acquire marketable title to Blueacre?

Answer: Yes. Although the deed was dated, fully executed, and acknowledged before ABC Real Estate, Inc. legally existed, the deed was not delivered and accepted until after incorporation.

Authorities &
References:

Reid v. Barry, 93 Fla. 849, 112 So. 846 (1927) (unincorporated religious society); *Daniels v. Berry*, 513 So. 2d 250 (Fla. 5th DCA 1987) (unincorporated civic association); *Escambia Properties, Inc., v. Lague*, 260 So. 2d 213 (Fla. 1st DCA 1972) (corporation formed after delivery of deed); 1 BOYER, FLORIDA REAL ESTATE TRANSACTIONS § 10.02 (Bender 3d ed. 1996); FUND TN 10.04.05, 10.04.09 & 11.01.05.

Comment: Though most unincorporated associations are not legal entities capable of acquiring or conveying real estate, there are some exceptions. If a business trust is a legal entity for purposes of holding title under the laws of the country or state where it was formed, then it would be considered a legal entity with the same powers and abilities in Florida. See FUND TN 31.01.01.

Another exception to the rule is found in Chapter 622 of the Florida Statutes governing foreign unincorporated associations. A “foreign unincorporated association” is defined in Fla. Stat. § 622.02(1) (2025) as an “unincorporated joint stock association for profit, created and existing under the laws of any state other than [Florida], or of the District of Columbia, or of any territory or possession of the United States engaged in any business or businesses other than banking, trust, or insurance business, and having written articles of association, capital stock divided into shares, and a name including the word “company” or “association” or “society....” The term “association” is also defined and includes “any foreign association that shall have qualified, in the manner permitted by [Chapter 622], to transact business and acquire,

hold, and dispose of property, and sue and be sued in this state.” Once properly qualified, under Fla. Stat. § 622.03 (2025), a foreign association may acquire, hold, and dispose of Florida real property.

Problems 2 and 3 illustrate the importance of formation before the date of delivery of a deed into an entity. Although the deed may bear a date that is prior to the date of formation of the grantee, marketability of title is determined by the date of delivery of the deed. See Title Standard 3.6 for additional information on dates of instruments of conveyance.

For a discussion of conveyances involving joint ventures and partnerships, see Title Standard 3.1-4.

STANDARD 3.1-2

AUTHORITY TO HOLD AND CONVEY TITLE: CONVEYANCES TO AND BY TRUSTEES OF
UNINCORPORATED CHURCHES

STANDARD: EVERY DEED OR OTHER INSTRUMENT TRANSFERRING REAL PROPERTY TO NAMED OR UNNAMED TRUSTEES OF A NAMED UNINCORPORATED CHURCH VESTS TITLE TO THE PROPERTY IN THE TRUSTEES OF THE UNINCORPORATED CHURCH AND THEIR SUCCESSORS WITH FULL POWER AND AUTHORITY TO CONVEY AND MORTGAGE THE PROPERTY TRANSFERRED.

Problem 1: The deed to Blackacre transfers the property to "the trustees of United Kingdom Church." United Kingdom Church is an unincorporated church. May the trustees of United Kingdom Church convey the property to John Doe?

Answer: Yes.

Problem 2: Same facts as Problem 1, except the deed to Blackacre listed the grantees as "John Doe, Richard Roe, and Michael Poe, as trustees of United Kingdom Church." None of the three trustees named in the deed is still serving as a trustee. Rather, the trustees are Mary Smith, Kathy Johnson, and Jennifer White. Will a deed from "Mary Smith, Kathy Johnson, and Jennifer White, as trustees of United Kingdom Church" convey marketable title to Blackacre?

Answer: Yes.

Authorities &
References:

Fla. Stat. § 692.101 (2025); 45 Fla. Jur. 2d *Religious Societies* § 9 (1998); 1 BOYER, FLORIDA REAL ESTATE TRANSACTIONS § 10.10 (Bender 3d ed. 1996); FLORIDA REAL PROPERTY TITLE EXAMINATION AND INSURANCE § 3.70 (Fla. Bar CLE 4th ed. 1996); FUND TN 6.03.01.

Comment: Paragraph 3 of Fla. Stat. § 692.101 (2025) states that the pastor, secretary, or other authorized administrative personnel of an unincorporated church may execute an affidavit stating the names of the trustees of the unincorporated church as of the date stated in the affidavit. Such an affidavit is conclusive as to the facts stated therein as to purchasers and mortgagees without notice.

All deeds and mortgages executed by the trustees of an unincorporated church and recorded in the public records of the county where the real property is located prior to the effective date of the statute, May 21, 1986, are good and valid if they were not contested by suit commenced within two years after the effective date of the statute.

STANDARD 3.1-3

AUTHORITY TO HOLD AND CONVEY TITLE - CONVEYANCES INVOLVING FICTITIOUS NAMES

STANDARD: A DEED OR OTHER INSTRUMENT WHICH PURPORTS TO CONVEY TITLE FROM A GRANTOR IDENTIFIED ONLY BY ITS FICTITIOUS NAME, WHETHER THE NAME IS REGISTERED OR NOT, DOES NOT CONVEY MARKETABLE TITLE BUT A DEED OR OTHER INSTRUMENT FROM A NATURAL PERSON OR LEGAL ENTITY FOLLOWED BY THE DESIGNATION “DOING BUSINESS AS,” “DBA,” OR OTHER SIMILAR DESIGNATION CONVEYS MARKETABLE TITLE TO THE GRANTEE.

Problem 1: A deed to Blackacre names as the grantee “Doe Properties” without language identifying the grantee as a legal entity formed under the laws of any jurisdiction. Can a subsequent deed from “Doe Properties” without any identifying language to Robert Smith convey marketable title to Blackacre?

Answer: No.

Problem 2: Same facts as Problem 1 except that the grantee in the deed is shown as “John Doe, doing business as Doe Properties” and John Doe has registered the name “Doe Properties” with the Florida Division of Corporations. Two years later, “John Doe, doing business as Doe Properties” executes a deed conveying Blackacre to Robert Smith. Does the deed to Robert Smith convey marketable title to Blackacre?

Answer: Yes.

Problem 3: Same facts as Problem 2 except that the grantor of the deed to Robert Smith is shown only as “John Doe” rather than John Doe, doing business as Doe Properties.” Does the deed to Robert Smith convey marketable title to Blackacre?

Answer: Yes.

Problem 4: Same facts as Problem 2, except that before executing the deed to Robert Smith, John Doe transfers ownership of Doe Properties registration to his sister, Mary Doe, but does not convey title to Blackacre to Mary. The grantor shown on the deed for Blackacre to Robert Smith is listed as “Mary Doe, doing business as Doe Properties.” Does the deed to Robert Smith convey marketable title to Blackacre?

Answer: No.

Problem 5: Same facts as Problem 2, except that there is a recorded, certified judgment and corresponding address affidavit in compliance with F.S. 55.10 (2024) against Doe Properties. Is the judgment a cloud on the title to Blackacre which affects marketability?

Answer: Yes.

Authorities
& References: Fla. Stat. § 865.09 (2025); 1 BOYER, FLORIDA REAL ESTATE TRANSACTIONS § 10.02 (Bender 3d ed. 1996); FUND TN 10.04.02 & 18.03.09.

Comment: Fla. Stat. § 865.09 (2025) contains the Fictitious Name Act and authorizes a person to engage in business using a fictitious name provided they register that fictitious name with the Division of Corporations of the Florida Department of State. Registration does not create a separate legal entity capable of holding title but it does allow the registrant to include its fictitious name as part of the grantee designation when taking title to real property.

Title cannot vest in a fictitious person; however one can hold title under a fictitious name. When title is taken only in a fictitious name without also naming the registrant it is necessary to include additional information in a subsequent conveyance or encumbrance to link the fictitious name with its registrant in the land records. This can be done with an appropriate affidavit. Title Standard 3.3 discusses the use of affidavits. See also, FUND TN 10.04.02.

Fictitious names can be transferred from one person to another. However, transferring ownership of a fictitious name registration does not transfer ownership of real property that is held by the registrant when the fictitious name was included as part of the grantee designation on the vesting deed. Because legal title to the real property is vested only in the name of the registrant rather than the fictitious name, when conveying the property to a new registrant after ownership of the fictitious name has changed, it is necessary that the original registrant named as grantee on the deed convey the property to the new registrant.

Problem 5 illustrates how judgments may attach when title to real property is held by a person in their fictitious name. Because the true owner of the property is the registrant of the fictitious name but they are able to do business under their fictitious name, judgments and liens against both registrant and the fictitious name may attach to the real property.

STANDARD 3.1-4

AUTHORITY TO HOLD AND CONVEY TITLE – EVIDENCE OF AUTHORITY FOR GRANTORS ACTING
IN REPRESENTATIVE CAPACITY

**STANDARD: EVIDENCE OF AUTHORITY FOR THE GRANTOR IN A DEED TO CONVEY REAL
PROPERTY CAN BE SUPPLIED WITHIN THE BODY OF THE INSTRUMENT OF CONVEYANCE OR
BY SEPARATE AFFIDAVIT OR STATEMENT OF AUTHORITY**

Problem 1: Jane Doe is a general partner of ABC Partnership, a Florida general partnership. ABC Partnership conveyed Blackacre by deed executed by Jane Doe, as General Partner, in the presence of two subscribing witnesses. The deed was properly acknowledged. Also, an affidavit identifying Jane Doe as a general partner and confirming that she was authorized to execute the deed was recorded at the same time. Did ABC Partnership convey marketable title?

Answer: Yes, absent knowledge of facts that contradict the affidavit.

Problem 2: Blackacre is owned by Restore & Flip Partnership, a Florida general partnership. Prior to purchasing Blackacre, Wendy Wise reviewed Restore & Flip's partnership agreement which states that Jerry Jones is the General Partner. Later, Wendy Wise accepts delivery of a deed that is executed by Sam Smith as General Partner. Sam Smith also executed an affidavit that states he is the General Partner and authorized to execute the deed. Did Wendy Wise acquire marketable title to Blackacre?

Answer: No. The statements in the affidavit were not supported by the partnership agreement which identified a different General Partner. Thus, there is no credible evidence of Sam Smith's authority to act on behalf of Restore & Flip.

Problem 3: Title to a commercial office building is vested in XYZ Enterprises Ltd., a limited Florida partnership. To finance renovations, the company obtains a loan and gives a mortgage to Sunshine Bank. The Mortgage is executed by John Doe, as General Partner of XYZ Enterprises Ltd. The mortgage is properly acknowledged. John Doe also executes an affidavit that identifies two current general partners and confirms that John Doe is authorized to execute a mortgage of partnership property. Did ABC Enterprises Ltd. convey a valid mortgage?

Answer: Yes.

Problem 4: Title to Whiteacre is vested in Richard Roe, as custodian or trustee of Any Company 401k Plan for the benefit of Jane Doe. A deed conveying title to Whiteacre is executed by Richard Roe, as trustee of the Any Company 401k Plan in the presence of two subscribing witnesses. The deed is properly acknowledged. Did Richard Roe convey marketable title?

Answer: Yes.

Problem 5: Title was vested in "Smith and Jones Joint Venture." Ralph Roe executes a deed on behalf of Smith and Jones Joint Venture which is recorded along with a credible affidavit identifying Ralph Roe as a general partner and confirming his authority to act on behalf of Smith and Jones. Did Smith and Jones Joint Venture convey marketable title?

Answer: Yes, because joint ventures are treated as partnerships under Florida law.

Authorities &
References: F.S. 620.1406, 620.8204(2), 689.045(3) & 689.072 (2024); *Hayes v. H.J.S.B.B. Joint Venture*, 595 So. 2d 1000 (Fla. 4th DCA 1992) (joint venture).

Comment:

When an instrument of conveyance is executed by someone acting in a representative capacity, care must be taken to confirm the authority of that person to act as a representative of the titleholder. Problems 1, 2, and 3 above concern the authority of a General Partner to act on behalf of a partnership.

F.S. 689.045(3) squarely addresses conveyances made to or by a partnership. However, a partnership may choose to register with the Florida Department of State. If so, the partnership may also file a statement of authority with the Department. The partnership may record a certified copy of the statement in the county where partnership property is located that specifies certain partners that can execute a deed or mortgage on behalf of the partnership.

Before relying upon a recorded statement of authority, a practitioner should confirm that the statement was filed within 5 years and that it has not been canceled. F.S. 620.8303(6) (2024). Under no circumstances should one rely upon a statement of authority when one has knowledge of contradictory information.

While evidence of authority may be supplied by an affidavit, a practitioner in a current transaction can confirm the statements made in the affidavit by reviewing the partnership agreement. If an affidavit pertains to a previously recorded deed for a past transaction, a practitioner can rely upon the affidavit in the absence of evidence or knowledge that the affidavit contained false statements.

Problem 3 is an example of when the body of the instrument contains evidence of the authority of a grantor acting in a representative capacity. F.S. 689.072 grants authority to a custodian or trustee of an individual retirement account under 26 U.S.C § 408(a)(2) to “protect, conserve, sell, lease, encumber, or otherwise manage and dispose of real property.” The provisions of F.S. 689.072 are invoked when the grantee of an instrument transferring an interest in real property is “designated ‘custodian,’ ‘as custodian,’ ‘trustee,’ or ‘as trustee.’” The instrument must also identify the account owner or beneficiary of the custodianship in the individual retirement account.

Problem 5 concerns conveyances to and by joint ventures. Partnerships and joint ventures under Part II of Ch. 620, Florida Statutes, are other types of unincorporated associations capable of acquiring or conveying title. Because joint ventures are governed by partnership law, evidence of authority for the grantor is addressed in the same fashion as for general partnerships.

For examples of other conveyances made in a representative capacity, reference is made to the following Title Standards: 1.3 (Power of Attorney); 3.1-1 (Unincorporated Associations); 3.1-2 (Churches); 3.1-3 (Fictitious Names); 3.1-5 (Minors); 4.3 & 4.3-1 (Corporations); 4.8 (Limited Liability Companies); 5.3 & 5.4 (Personal Representatives); 13.1 (Conveyances by Trustees); and 18.10 (Sale of Devised Homestead by Personal Representative).

STANDARD 3.1-5

AUTHORITY TO HOLD AND CONVEY TITLE – CONVEYANCES INVOLVING MINORS

STANDARD: MINORS HAVE THE CAPACITY TO RECEIVE AND HOLD TITLE TO REAL PROPERTY, BUT MINORS DO NOT HAVE THE CAPACITY TO CONVEY TITLE TO REAL PROPERTY EXCEPT AS AUTHORIZED BY FLORIDA LAW OR IF LEGAL DISABILITY IS REMOVED.

Problem 1: In 2015, Rachel Roe, at the age of 15, inherited Blackacre from her deceased mother. In 2016, Rachel Roe at the age of 16 gets married, and she and her spouse immediately begin residing on Blackacre as their primary homestead residence. In 2017, Rachel Roe, now age 17, joined by her spouse, conveys Blackacre to Susie Smith. Is Susie Smith's title to Blackacre marketable?

Answer: Yes. Rachel Roe's legal disability of nonage was removed upon marriage.

Problem 2: In 2022, John Doe, a minor, and his three unmarried adult brothers inherited equal interests in Whiteacre (with total fair market value of \$100,000, and being unencumbered) from their deceased grandmother. In 2023, Mary Doe, a widow and natural guardian of John Doe (who is still a minor), conveys John Doe's interest in Whiteacre (whose individual interest has an aggregate value of \$25,000) to John Doe's three adult brothers. Mary has not been appointed by a Florida court as guardian for John or his property. John's three unmarried brothers subsequently convey Whiteacre to Richard Roe. Is Richard Roe's title to Whiteacre marketable?

Answer: No. John received an inherited interest in Whiteacre in excess of \$15,000.

Problem 3: In 2017, Sallie Smith conveys Blackacre for minimal consideration to Chris Conrad "as custodian for Molly Monroe under the Florida Uniform Transfers to Minors Act". At the time of the 2017 conveyance, Molly was 18 years old. In 2019, Chris Conrad "as custodian for Molly Monroe under the Florida Uniform Transfers to Minors Act", conveys Blackacre to Jeff Jenson. Is Jeff Jenson's title marketable?

Answer: Yes. Molly was still under the age of 21 at the time of the conveyance in 2019. A minor under the Florida Uniform Transfers to Minors Act is an individual who has not attained the age of 21 years.

Authorities & References: Fla. Stat. §§ 733.303, 743.01, 743.07(1), 744.102(13), 744.301(2)(c) & 710.101-.126 (2024); *Putnal v. Walker*, 61 Fla. 720 (1911); *Lee v. Thompson*, 124 Fla. 494 (1936); *Persons v. Pelum*, 135 So. 878 (Fla. 1931); FLORIDA REAL PROPERTY SALES TRANSACTIONS § 7.5.B.1 (Fla. Bar CLE 11th ed. 2023).

Comment: A minor's capacity to receive and hold title to real estate, whether in an individual capacity or in a fiduciary capacity as trustee, has not been questioned by the appellate courts of Florida.

In Florida's guardianship statutes, the term "Minor" is defined as a person under 18 years of age whose disabilities have not been removed by marriage or otherwise. Fla. Stat. § 744.102(13) (2024). See also, Fla. Stat. § 743.07(1) (2024). Chapter 743 of the Florida Statutes also includes other ways the disabilities of nonage can be removed.

Legal disability of nonage for those persons younger than the age of 18 years old is

removed upon marriage, and once removed is not reimposed by divorce or death of the spouse before reaching the age of majority. Fla. Stat. § 743.01 (2024). Problem 1 above concerns the removal of the legal disability of nonage upon marriage.

A minor's sale of real property transmits the title, and is voidable only, but not void. A minor may, at any time within seven years after reaching majority, elect to rescind the transaction, and after seven years the grantor would no longer be permitted to disaffirm the deed. If the deed is disaffirmed, a return of the consideration paid for the deed is not necessary if the consideration has since been spent or used up. See *Putnal*, 61 Fla. at 720.

Upon reaching majority, one can ratify a deed by express declaration or by conduct showing a clear intent to ratify. "...[I]ntent is one of the essentials of ratification. Intent must also be supported by some act amounting to ratification with full knowledge of its consequences." *Lee*, 124 Fla. at 501.

While the minor may have the personal right to disaffirm conveyances made during his minority, the minor does not have the right to disaffirm conveyances made while the minor was acting in a fiduciary capacity as trustee at the direction of, and for the benefit of, the beneficial owner of the trust. *Persons*, 135 So. at 878-879 (stating, "...It is apparently well settled that the pleading of infancy to repudiate any act is a personal privilege... Where a minor, acting as trustee for another, takes the legal title to property and at the direction of the beneficial owner and for the benefit of the beneficial owner makes a conveyance of the property so held, he cannot afterwards avoid the validity of the conveyance by disaffirming the same on a plea of infancy." (Citations omitted)). The minor in a fiduciary capacity as trustee does not otherwise have the capacity to convey title to real property.

Also, a minor is prohibited from acting as a personal representative. Fla. Stat. § 733.303(1)(d) (2024).

Problem 2 above concerns a natural guardian's lack of authority to convey a minor's interests in real property received by the minor in excess of the aggregate amount of \$15,000. Fla. Stat. § 744.301(2)(c) (2024) allows the parents as natural guardians on behalf of any of their minor children to collect, receive, manage, and dispose of real property owned by a minor only when the property is distributed from an estate or trust and when the amounts received in the aggregate do not exceed \$15,000. Otherwise, if a minor receives property in excess of \$15,000 in the aggregate, the parents would only acquire authority to deal with the child's property upon appointment as the guardian of the property by a probate judge. FLORIDA REAL PROPERTY SALES TRANSACTIONS § 7.5.B.1 (Fla. Bar CLE 11th ed. 2023). The term "aggregate" is not specifically defined in Chapter 744 of the Florida Statutes. As such, in appropriate circumstances a practitioner may consider obtaining a court order to confirm the value of the "aggregate" amount received by the minor.

The natural guardian(s) may not, without court order, use the ward's property for the guardian's benefit or to satisfy the guardian's support obligation to the ward. Fla. Stat. § 744.301(4) (2024).

Problem 3 above is an example of when a custodian of a minor can convey a minor's interest under The Florida Uniform Transfers to Minors Act. On October 1, 1985, Florida enacted The Florida Uniform Transfers to Minors Act, Fla. Stat. §§ 710.101-.126 (2024) ("Act"). A minor under the Act is an individual who has not attained the age of 21 years. Fla. Stat. § 710.102(12) (2024). The Act provides that custodial property is created and a transfer is made whenever an interest in real property is recorded in the name of the transferor, an adult other than the transferor or a trust company, followed in substance by the words, "as custodian for (name of minor) under the Florida Uniform Transfers to Minors Act." Fla. Stat. § 710.111(1)(e) (2024).

The Act provides that the transfer is irrevocable and the custodial property is indefeasibly vested in the minor, but the custodian has all the powers, duties, and authority provided in the Act. Fla. Stat. § 710.113(2) (2024). A custodian acting in a custodial capacity has all the rights, powers and authority over custodial property that unmarried adult owners have over their own property, but the powers must be exercised in that capacity only. Fla. Stat. § 710.115(1) (2024). However, a minor and the minor's legal representative have no power, duty or authority with respect to the custodial property except as provided by the Act. Fla. Stat. § 710.113(2) (2024).

The Act states who may create custodial property, which includes persons, settlors, personal representatives, trustees and conservators, among others stated in the Act, and how a transfer to create custodial property is made. Fla. Stat. § 710.111 (2024).

Regarding termination of the custodianship, the Act states the custodian shall transfer in an appropriate manner the custodial property to the minor or to the minor's estate upon the earlier of:

a) The minor's attainment of 21 years of age with respect to custodial property transferred under section 710.105 or section 710.106 of the Florida Statutes. However, a transferor can, with respect to such custodial property, create the custodianship so that it terminates when the minor attains 25 years of age (Fla. Stat. § 710.123(1)(a) (2024)).

(b) The minor's attainment of 18 years of age with respect to custodial property transferred under section 710.107 or section 710.108 of the Florida Statutes (Fla. Stat. § 710.123(1)(b) (2024)); or

(c) The minor's death (Fla. Stat. § 710.123(1)(c) (2024)).

STANDARD 3.1-6

AUTHORITY TO HOLD AND CONVEY TITLE – CONVEYANCES TO DECEASED
GRANTEES

STANDARD: A CONVEYANCE TO A NATURAL PERSON IS ONLY VALID IF THE GRANTEE IS ALIVE AT THE TIME OF DELIVERY OF THE INSTRUMENT OF CONVEYANCE.

Problem: Intending to make a gift, James Doe, the owner of Blackacre, executed a deed naming his brother, John Doe, as the grantee. John Doe passed away before James could deliver the deed to John so James Doe instead delivered the deed to Mary Doe, John's daughter and sole heir. Is Mary Doe vested with marketable title?

Answer: No, because the deed was not delivered to the named grantee before he died.

Authorities & References: *Hutto v. Hutto*, 63 So. 914 (Fla. 1913).

Comment: In order for a conveyance to be valid, an individual grantee must be alive at the time of delivery. A deceased person is not a proper grantee on a deed, even if the deed is given to the person or persons who would have legal title had the deceased grantee died after accepting the conveyance. The court in *Hutto* acknowledged this rule. *Hutto*, 63 So. at 914. However, the opinion went on to say that if valuable consideration is paid by the grantee and the grantor retains that consideration, a court in equity will allow the deed to be reformed to identify as the actual grantee(s) the party or parties to whom title passed upon the death of the deceased grantee. *Id.*

For additional information regarding delivery and timing of delivery, see Title Standards 3.0 and 16.2.

STANDARD 3.2

DEED PURPORTING TO CORRECT PREVIOUS EFFECTIVE DEED

STANDARD: A GRANTOR WHO HAS CONVEYED LAND BY AN EFFECTIVE AND UNAMBIGUOUS DEED CANNOT AVOID THE EFFECT OF SUCH CONVEYANCE BY UNILATERALLY EXECUTING A NEW DEED MAKING A CHANGE IN THE CONVEYANCE AS TO THE LAND PREVIOUSLY CONVEYED, EVEN THOUGH THE LATTER DEED PURPORTS TO CORRECT OR MODIFY THE FORMER.

Problem 1: John Doe, the record owner of Blackacre, conveyed the west half of Blackacre to Sally Smith. Doe later conveyed the east half of Blackacre to Smith by a deed containing a recital that it was executed to correct an erroneous description in the previous deed. Doe then executed a deed of the west half of Blackacre to Simon Grant. At the time of the conveyance to Grant, did Grant acquire marketable title to the west half of Blackacre?

Answer: No. The later conveyance from Doe to Smith of the east half of Blackacre did not nullify the former conveyance of the west half of Blackacre. Grant must obtain a conveyance of the west half of Blackacre from Smith.

Problem 2: John Doe, the record owner of Blackacre, conveyed the west half of Blackacre to Sally Smith. In the prior conveyance of Blackacre to Doe, the legal description also included Blackacre Orange Grove. Doe neglected to include the orange grove in the conveyance to Smith. After execution and delivery of the deed, Smith inserts the missing orange grove in the legal description and rerecords the deed. Did Smith acquire marketable title to the orange grove?

Answer: No. Doe remained in title to the orange grove. Marketable title can only be conveyed to Smith by a deed with a corrected legal description that is executed by Doe.

**Authorities &
References:**

Kirkpatrick v. Ault, 177 Kan. 552, 280 P. 2d 637 (1955); *Hilterbrand v. Carter*, 27 P. 3d 1086 (Or. Ct. App. 2001); *Connelly v. Smith*, 97 So. 2d 865 (Fla. 3d DCA 1957), *cert. den.* 101 So. 2d 811 (Fla. 1958); 26A C.J.S. *Deeds* §§ 31, 174 (2001); FUND TN 10.03.03.

Comments: Problem 1 is designed to point out that marketability of title cannot be achieved as to land previously conveyed by the unilateral action of the grantor. Even as to interests in land that remained in the control of the grantor and were later conveyed by a corrective deed, the grantee must accept the interest conveyed. However, recordation of a corrective deed creates a presumption of delivery.

Problem 2 illustrates that a grantee cannot unilaterally correct a deed deemed sufficient. Voluntary additions to the description after the execution and delivery has no effect.

When the property described in a corrective deed remains in the control of the grantors, a practitioner should obtain a corrective deed from the original grantor that has been re-executed and reacknowledged in order to correct errors in the legal description.

Where the rights of third parties are not involved, the grantee's acceptance of the corrective deed may supplement the effect of the prior deed, as between the parties. As to problem 1, the passage of time and application of the Marketable Record Title

Act could operate to vest marketable title as to the west half of Blackacre to Grant.
See Title Standard 17.1.

STANDARD 3.3

AFFIDAVIT

STANDARD: WHENEVER POSSIBLE AND IN CONFORMITY WITH STANDARDS PROMULGATED HERE, THE EXAMINER SHOULD ACCEPT AND RELY ON AN AFFIDAVIT WHICH STATES SUFFICIENT FACTS TO NEGATE A POSSIBLE DEFECT IN AN OTHERWISE MARKETABLE TITLE.

Problem 1: Blackacre was conveyed to John Doe. Later a conveyance appears from J. Doe. May an affidavit that grantee and grantor are one and the same person be accepted as true?

Answer: Yes.

Problem 2: Blackacre was conveyed to John Doe. A judgment appears against J. Doe. May an affidavit to the effect that J. Doe and John Doe are not the same person be accepted?

Answer: Yes.

Problem 3: Blackacre was owned by John Doe and Jane Doe, his wife, as an estate by the entirety. There is a conveyance by Jane Doe, a widow, and a death certificate of J. Doe appears of record. May an affidavit be accepted that J. Doe and John Doe are one and the same person?

Answer: Yes.

Problem 4: Blackacre was conveyed to Simon Grant. Simon Grant then conveyed to John Doe. There was no recitation of the marital status of Simon Grant on the deed of conveyance. Should an affidavit from a person with knowledge of the facts, stating that Simon Grant was a single man at the time of the conveyance, be accepted?

Answer: Yes.

Problem 5: Blackacre was conveyed by John Doe to Jimmy Doe by deed executed on October 1, 2019. John Doe died on October 16, 2019. Later, the deed conveying Blackacre was recorded on November 8, 2019. Raven Roe, who was the estate planning attorney for John Doe, prepared the deed and witnessed the execution and delivery of the deed from John to Jimmy. In connection with the sale of the property by Jimmy, Raven Roe executed and recorded an affidavit stating she witnessed the execution and delivery of the deed by John Doe. Should Raven Roe's affidavit be accepted?

Answer: Yes.

Problem 6: Richard Roe owned Lot 6, Block 5 of Country Club Estates. However, in the deed executed by Richard Roe which purported to convey the property to Mary Maple, the legal description read "Lot 5, Block 6 of Country Club Estates." Lot 5 is owned by John Doe. After discovering his error, Richard executes and records an affidavit that purports to identify the scrivener's error and provides the correct legal description for the property conveyed to Mary. The affidavit does not substantively comply with F.S. 689.041. Should Richard's affidavit be accepted to correct the legal description?

Answer: No.

Authorities
& References:

Felt v. Morse, 80 Fla. 154, 85 So. 656 (1920); Annot., 7 A.L.R. 1166, 1171 (1920); BASYE, CLEARING LAND TITLES §§ 31-45 (2d ed. 1970); I FLORIDA REAL PROPERTY PRACTICE § 9.31 (Fla. Bar CLE 2d ed. 1971); FUND TN 10.02.02, 10.04.07, 18.02.01, & 20.02.05; Title Standard 16.2; F.S. 689.041 (2024).

Comment:

With respect to continuous marriage affidavits, see Title Standard 6.6.

Generally, an affidavit should contain a recitation of facts that establish a basis for the affiant's knowledge of the facts. Before relying upon an affidavit, a practitioner should evaluate whether the facts are consistent with other facts known to exist and are otherwise credible. Because affidavits should contain sworn statements, a jurat should be used by the notary taking the sworn statement.

As illustrated in Title Standard 16.2, a delay in recording does not affect the validity of the deed. However, in instances where the grantor died or became incapacitated prior to the time of recording, proof of delivery of the deed may be established by affidavit provided that the affiant establishes personal knowledge concerning the circumstances of the execution and delivery of the deed. This concept is illustrated in Problem 5.

Problem 6 illustrates how an affidavit should not be used to address an actual title defect such as an inaccurate legal description, incorrect grantor or grantee. Section 689.041, Florida Statutes was enacted in 2020. Effective July 1, 2020, the statute permits the use of a Curative Notice under certain circumstances to correct an erroneous legal description. The use of a Curative Notice is limited by the statute to specific types of scrivener's errors as defined by F.S. 689.041 (2024).

STANDARD 3.4

ACKNOWLEDGMENT — NECESSITY FOR SEAL AND EXCEPTIONS

STANDARD: TO BE VALID AND ENTITLE THE INSTRUMENT TO WHICH IT IS APPENDED TO BE RECORDED, A CERTIFICATE OF ACKNOWLEDGMENT MUST HAVE THE SEAL OF THE INDIVIDUAL TAKING THE ACKNOWLEDGMENT AFFIXED UNLESS OTHERWISE AUTHORIZED BY LAW.

Problem 1: A certificate of acknowledgment attached to a deed was taken by a Florida notary public (or other authorized official), but a notarial seal was not affixed. The clerk accepted the deed for recordation. Was the deed entitled to recordation?

Answer: No. A certificate of acknowledgment taken by a notary public within the state of Florida requires the notary's seal.

Problem 2: Same facts as in Problem 1 except that the Florida notary public had obtained and attached a certificate of notarial authority from the Secretary of State, as provided in section 117.03, F.S. The clerk overlooked the omission of the notary's seal and recorded the deed. Was the deed entitled to recordation?

Answer: No. A certificate of notarial authority by the Florida Secretary of State is not recognized as a substitute for a Florida notary public's seal affixed on a certificate of acknowledgment taken in Florida.

Problem 3: A certificate of acknowledgment attached to a deed dated July 15, 2025, was taken by a South Dakota notary public who did not affix his seal. The acknowledgment attached to the deed stated, "I am a notary public of the state of South Dakota, and my commission expires on July 1, 2027." The clerk accepted the deed for recordation. Was the deed entitled to recordation?

Answer: Yes. The recited statement authority by notary public authority taken outside of the state of Florida, but within the United States, is acceptable as a substitute for a seal affixed on a certificate of acknowledgment.

Problem 4: A certificate of acknowledgment attached to a deed was taken by a notary public of a foreign country but no seal was affixed. The clerk accepted the deed for recordation. Was the deed entitled to recordation?

Answer: No. A certificate of acknowledgment taken by a notary public outside of the United States requires the notary's seal.

Authorities & References: Fla. Stat. §§ 95.231, 117.05(3)(a), 668.50(11)(a), 695.03 (2025); *Matter of Barrido*, 69 B.R. 316, 317 (Bankr. M.D. Fla. 1987); *Florida Nat'l Bank & Trust Co. v. Hickey*, 263 So. 2d 269, 273 (Fla. 3d DCA 1972); FUND TN 1.01.01, 1.03.01, 1.04.01, 1.04.02.

Comment: Problems 1, 2, and 4 demonstrate that unless otherwise authorized by law, a certificate of acknowledgment requires the seal of the officer taking the acknowledgment. Fla. Stat. § 695.03 (2025).

Problem 3 provides an example of a statutory exception for acknowledgments taken outside of the state of Florida, but within the United States. For such acknowledgments it is sufficient for the notary public to type, print, or write by hand on the instrument, "I am a Notary Public of the State of (state), and my commission expires on (date)" in lieu of the notary's seal. Fla. Stat. § 695.03(2) (2025).

But see *James v. Gollnick*, 100 Fla. 829, 835, 130 So. 450, 452 (Fla. 1930) (the lack of a notary's seal may be cured seven years after recordation by Fla. Stat. § 694.08). Also, Fla. Stat. § 95.231 (2025) cures the lack of seals, witnesses, defects in, failure of, and absence of an acknowledgment once the instrument in question has been recorded in the public records for at least five years. These curative statutes may only be applied in the absence of fraud, adverse possession, or pending litigation. See FUND TN 1.03.01 and Title Standard 3.9. If sufficient time has not passed for the application of these curative statutes, corrective action may be required to render title marketable.

Exceptions to this Standard are those acknowledgments of members of the United States Armed Forces and their spouses taken in accordance with Fla. Stat. § 695.031 (2025). Acknowledgments made by members of the Armed Forces and their spouses may be taken anywhere in the world and failure to state the place of execution of acknowledgment and lack of a seal do not render these acknowledgments invalid. See FUND TN 1.01.01.

A Florida notary's seal must be a rubber stamp. Fla. Stat. § 117.05(3)(a) (2025). Under the Uniform Electronic Signature Act, neither a rubber stamp nor an impression seal is required for an electronic notarization. Fla. Stat. § 668.50(11)(a) (2025); see FUND TN 1.02.07.

Acknowledgments or proof made within the state of Florida, outside of the state of Florida but within the United States, or outside of the United States may be taken by an individual as provided in Fla. Stat. § 695.03(1)-(3) (2025).

Requirements pertaining to acknowledgments are further discussed in Title Standard 3.0. See Fla. Stat. §§ 95.231(1), 694.08(1) (2025) and Comments to Title Standard 3.0 concerning questions of marketability arising when a recorded deed is not properly acknowledged.

STANDARD 3.5

ACKNOWLEDGMENT – FLORIDA

REMOTE ONLINE NOTARIZATION

STANDARD: TO BE VALID AND ENTITLE THE INSTRUMENT TO WHICH IT IS APPENDED TO BE RECORDED, A CERTIFICATE OF ACKNOWLEDGMENT TAKEN REMOTELY MUST BE TAKEN BY A REGISTERED FLORIDA REMOTE ONLINE NOTARY PUBLIC (“RON”) WHO IS LOCATED WITHIN THE STATE OF FLORIDA WITH THE ASSISTANCE OF A FLORIDA RON SERVICE PROVIDER OR BY A REGISTERED RON OF ANOTHER JURISDICTION AS AUTHORIZED BY THE LAW OF THAT JURISDICTION.

Problem 1: A certificate of acknowledgment attached to a deed was duly taken by a Florida notary. The certificate of acknowledgment states the acknowledgment was taken in Florida and was an online notarization. The Florida notary was not a Florida RON and did not act with the assistance of a RON service provider. The clerk accepted the deed for recordation. Was this deed entitled to recordation?

Answer: No. A valid online notarization performed by a Florida notary may only be performed by a Florida RON registered with the Florida Secretary of State who acts with the assistance of a RON service provider.

Problem 2: A certificate of acknowledgment attached to a deed was duly taken by a Florida RON. The certificate of acknowledgment states the acknowledgment was taken in New York and the clerk accepted the deed for recordation. Was the deed entitled to recordation?

Answer: No. A Florida RON is authorized to perform online notarizations only when the notary is physically located in the state of Florida.

Problem 3: Same facts as Problem 2 except that the certificate of acknowledgment states the acknowledgment was taken in Florida and the grantor whose acknowledgment was taken was located in Italy when the acknowledgment was taken. The clerk accepted the deed for recordation. Was The clerk accepted the deed for recordation. Was the deed entitled to recordation?

Answer: Yes. The grantor is not required to be present in Florida during the Florida RON’s notarial act.

Authorities Fla. Stat. §§ 117.201, 117.209, 117.265 (2025); FUND TN 1.08.01.

& References:

Comment: Problems 1 and 2 illustrate that an instrument may be entitled to recordation when a certificate of acknowledgment is taken by a Florida RON physically located in Florida when the acknowledgment is taken, and the RON acted with the assistance of a RON service provider.

As demonstrated in Problem 3, the grantor need not be physically located in Florida at the time of notarization. Fla. Stat. § 117.209(3) (2025). Different rules apply concerning the location of witnesses during the remote notarial act.

See Fla. Stat. § 117.285 (2025). Mandatory registration for Florida RONs may be verified with the Florida Secretary of State. A Florida RON may perform notarial acts only with the assistance of a statutorily approved RON service provider. Fla. Stat. § 117.201(14) (2025). A RON service provider provides audio-video communication technology and related processes, services, software, data storage, or other services facilitating RONs in performing online notarizations in compliance with Florida law.

When performing online notarization, a Florida RON is required to confirm the identity of the grantor and witnesses appearing online as provided in Fla. Stat. §§ 117.265, 117.285 (2025). The identity of each grantor must be confirmed by the RON's personal knowledge of the grantor or a combination of all of the following: presentation of a government-issued identification, credential analysis of the same, and identity proofing in the form of knowledge-based authentication or a method of identity proofing that conforms to Florida Statutes Chapter 117. The only generally accepted method of identity proofing for Florida RONs at the time of publication of this chapter is knowledge-based authentication since there exists no reliable data sources for verification of biometric data. Each notarial act must include the electronic signature and seal to the electronic notarial certificate of an electronic record so that independent verification may be made using tamper-evident technology making subsequent change or modification to the electronic record evident. Fla. Stat. § 117.255(1)(c) (2025). Because knowledge-based authentication may be challenging for certain grantors, another method of acknowledgment may be required.

Several other states within the United States authorize the registration and use of online notaries. An instrument that had been recorded in reliance upon a notarial act made by a registered online notary of a state other than Florida may be relied upon provided the online notary and the act were made in compliance with the law of that jurisdiction. The affixing of the official seal conclusively establishes that the acknowledgment or proof was taken, administered, or made in full compliance with the laws of Florida or another state. Further, such acts are validated and upon recording may not be denied having provided constructive notice unless there is a challenge to the validity or enforceability of an instrument or electronic record based upon something unrelated to the notarial act or constructive notice provided by recording. For example, for constructive notice to not be effective by recording, a challenge would need to be based upon fraud, forgery, impersonation, duress, incapacity, undue influence, minority, illegality, or unconscionability. Fla. Stat. § 695.03(4) (2025).

See Fla. Stat. § 95.231(1), 694.08(1) (2025) and Comments to Title Standard 3.0 concerning questions of marketability arising when a recorded deed is not properly acknowledged.

STANDARD 3.6

ERRONEOUS, INCONSISTENT, IMPOSSIBLE OR OMITTED DATE

STANDARD: THE FACT THAT AN INSTRUMENT SUCH AS A DEED OR MORTGAGE IS UNDATED, BEARS A DATE DIFFERENT FROM THE DATE OF THE ACKNOWLEDGMENT, OR BEARS AN IMPOSSIBLE DATE, DOES NOT AFFECT THE VALIDITY OF THE INSTRUMENT.

Problem 1: John Doe's deed to Blackacre conveying it to Rachel Roe is dated June 1, 1998. The acknowledgment is dated May 31, 1998. Does the inconsistency in the dates invalidate the deed?

Answer: No.

Problem 2: A deed to Blackacre from John Doe to Rachel Roe bears no date. Does the lack of the date invalidate the deed?

Answer: No.

Problem 3: A deed to Blackacre from John Doe to Rachel Roe is dated April 31, 1998, an impossible date. Does the impossible date invalidate the deed?

Answer: No.

**Authorities
& References:**

Douglas v. Tax Equities, Inc., 144 Fla. 791, 797, 198 So. 5, 8 (Fla. 1940), *reh'g den.* 144 Fla. 801, 198 So. 578 (Fla. 1940); *Moody v. Hamilton*, 22 Fla. 298, 301 (Fla. 1886); *In re Henry v. First Indiana Bank*, 200 B.R. 59, 64 (Bankr. M.D. Fla. 1996); 26A C.J.S. *Deeds* § 37 (2022); 19 Fla. Jur. 2d *Deeds* § 12 (2022); Paul Game, *Examination of Abstracts*, 6 U. FLA. L. REV. 77, 80 (1953); FUND TN 1.02.02.

Comment: The lack of a date, or inclusion of an erroneous, inconsistent or impossible date does not invalidate the instrument. See *Douglas*, 144 Fla. at 797 (“It has been held that a deed takes effect from the date of delivery and is good without a date or with an impossible date, where the real date the deed was given or delivered can be proved.”); *Moody*, 22 Fla. at 301 (“The fact that a deed contains an incorrect date does not vitiate it. The presumption...is that the deed was delivered and took effect on the day of its date The paper was offered in its entirety and the acknowledgment overcame the presumption alluded to. It is immaterial whether a deed has any date, and an impossible date would not vitiate it.”); 26A C.J.S. *Deeds* § 37 (2022) (the validity of a conveyance is not affected by the absence of a date or by a false or impossible date); 19 Fla. Jur. 2d *Deeds* § 12 (2022) (“The date of a deed, containing the day, month, and year of its execution, is one of the formal parts of the instrument, but it is not essential to the deed’s validity. A deed takes effect from the date of delivery and is good without a date or with an impossible date where the real date when the deed was given or delivered can be proved. The fact that a deed contains an incorrect date thus does not vitiate it.”); Paul Game, *Examination of Abstracts*, 6 U. FLA. L. REV. 77, 80 (1953) (“A question may arise in the mind of the examiner when the date of the deed is subsequent to that of the acknowledgment. This does not invalidate either the deed or the acknowledgment; it is presumed that the date of the deed is in error.”). *In re Henry*, 200 B.R. at 64 (the discrepancy between the date of the original mortgage notarization and the modification of the mortgage’s execution date is a technical error which does not invalidate the mortgage).

STANDARD 3.7

AFTER-ACQUIRED TITLE

STANDARD: A WARRANTY DEED AUTOMATICALLY CONVEYS AFTER-ACQUIRED TITLE TO THE GRANTEE.

Problem 1: In 2010, before receiving title to Blackacre, John Doe gave a warranty deed to Mary Bear conveying Blackacre. In 2012, Simon Grant conveyed Blackacre to Doe. Does Bear have marketable title to Blackacre?

Answer: Yes.

Problem 2: Same facts as Problem 1, except John Doe gave a quit claim deed to Mary Bear. Does Bear have marketable title to Blackacre?

Answer: No.

**Authorities &
References:**

Nottingham v. Denison, 63 So. 2d 269 (Fla. 1953) (warranty deed conveys after-acquired title); 1 BOYER, FLORIDA REAL ESTATE TRANSACTIONS §15.05(2) (Bender 10th ed. 2021); FUND TN 10.03.01.

Comment: Problem 1 illustrates that when a person conveys and warrants land in which he has no interest at the time, but afterwards acquires title, he is estopped to deny the conveyance. *Tucker v. Cole*, 3 So. 2d 875 (Fla. 1941); *Daniell v. Sherrill*, 48 So. 2d 736 (Fla. 1950).

As demonstrated in Problem 2, a quit claim deed does not convey after-acquired title as the quit claim deed conveys only whatever title the grantor holds at the time of the conveyance. However, a special warranty deed has been held sufficient to convey after-acquired title. *Goldtrap v. Bryan*, 77 So. 2d 446 (Fla. 1955); *June Sand Co. v. Devon Corporation*, 23 So. 2d 621 (Fla. 1945).

The title of a mortgagor acquired after the execution of a mortgage may inure to the benefit of the mortgagee if the mortgage contains warranties of title. See, *Hillman v. McCutchen*, 166 So. 2d 611, 612 (Fla. 3d DCA), *cert. denied*, 171 So. 2d 391 (Fla. 1964) ("where a mortgage contains a full covenant of warranty of title, then any title acquired by the mortgagor after execution of the mortgage inures to the benefit of the mortgagee"). See Title Standard 9.4.

However, a deed or mortgage executed and recorded before a grantor acquires title to the property will not be in its chain of title. Therefore, it may not impart constructive notice to bona fide purchasers and encumbrancers and may not be superior to their subsequently recorded interests. The practitioner should obtain a certified copy of the deed and/or mortgage and re-record the instrument(s) so that it/they appear(s) in logical order and the apparent break in the chain of title is repaired.

STANDARD 3.8

CONVEYANCE WITHOUT CONSIDERATION

[Consolidated with Title Standard 3.0 MARKETABILITY OF CONVEYANCES]

STANDARD 3.9

CERTAIN DEFECTS IN DEEDS CURED

STANDARD: A DEFECTIVE OR MISSING ACKNOWLEDGMENT OR A LACK OF WITNESSES IN A CONVEYANCE OF REAL PROPERTY OR IN A RECORDED POWER OF ATTORNEY MAY BE CURED AFTER THE STATUTORY PERIOD HAS RUN.

Problem 1: A deed recorded in 2016 from John Doe to Richard Roe lacked two witnesses. In the absence of fraud, adverse possession or pending litigation may the deed be treated as an effective conveyance in 2022?

Answer: Yes. The defect of missing witnesses was cured after being recorded five years pursuant to section 95.231(1) of the Florida Statutes.

Problem 2: A deed recorded in 2016 from John Doe to Richard Roe lacked a signature from the notary public. In the absence of fraud, adverse possession or pending litigation may the deed be treated as an effective conveyance in 2022?

Answer: Yes. The defective acknowledgement was cured after being recorded five years pursuant to section 95.231(1) of the Florida Statutes.

Problem 3: The record reflects a 2016 deed from John Doe and Richard Roe to Simon Grant contained an acknowledgment of John Doe's signature but not Richard Roe's. In the absence of fraud, adverse possession or pending litigation may the deed be treated as an effective conveyance by Richard Roe in 2022?

Answer: Yes. The missing acknowledgment of Richard Roe's signature was cured after being recorded five years pursuant to section 95.231(1) of the Florida Statutes.

Problem 4: The record reflects a 2016 deed from John Doe as attorney-in-fact for Edith Edwards to Richard Roe. A previously recorded power of attorney for Edith Edwards as principal that designated John Doe as her attorney-in-fact lacked two witnesses. In the absence of fraud, adverse possession or pending litigation may the deed be treated as an effective conveyance in 2022?

Answer: Yes. The defect of missing witnesses in the recorded power of attorney for Edith Edwards was cured after being recorded five years pursuant to section 95.231(1) of the Florida Statutes.

Authorities & References:

Fla. Stat. §§ 95.231(1), 694.08(1) (2025); FUND TN 1.02.01, 1.03.01, 1.05.01.

Comment:

Problems 1, 2 and 3 above illustrate that where the grantor has conveyed in an individual capacity, section 95.231(1) of the Florida Statutes cures the lack of witnesses, lack of signature from a notary public or a defective or missing acknowledgement after five years from date of recording in the absence of fraud, adverse possession or pending litigation. Where the grantor conveyed in an official or representative capacity, section 95.231(1) of the Florida Statutes may not apply. However, section 694.08(1) of the Florida Statutes cures the same defects after seven years from date of recording where the defective deed was executed in an official or representative capacity and where the grantee, in a subsequently recorded deed, conveyed with evident intent to do so.

Also, the title examiner may resort to a review of the whole instrument to determine the sufficiency of the acknowledgment. *House of Lyons, Inc., et al. v. Marcus*, 72 So. 2d 34, 35 (Fla. 1954) (“...by the rule in effect in Florida, the whole of the instrument acknowledged may be resorted to for support of the acknowledgment...”); *Edenfield v. Wingard*, 89 So. 2d 776, 778 (Fla. 1956) (“...the whole of the instrument acknowledged may be resorted to for support of the acknowledgment. This is a fundamental principle of construction. Moreover...we pointed out the policy of the law to uphold certificates of acknowledgment wherever possible...”); *Florida Nat. Bank and Trust Co., et al. v. Hickey, et al.*, 263 So. 2d 269, 273 (Fla. 3d DCA, 1972) (“...It is well settled that the whole of the instrument may be resorted to [for] support [of] an acknowledgment...”); FUND TN 1.02.06. Deeds should be examined on a case-by-case basis to determine the sufficiency of the acknowledgments. For instance, the omission of the grantor’s name in the acknowledgment where the omission can be ascertained from other sources (as from the face of the instrument or other parts of the certificate, and if the omission does not leave uncertain the identity of the acknowledger as the person executing the instrument), proof of identity of the grantor, deficient statement of venue and the failure to print the notary’s name may be immaterial defects that could be overcome through examination of the entire deed. Fla. Stat. § 695.06 (2025); FLORIDA REAL PROPERTY TITLE EXAMINATION AND INSURANCE § 3.4.D.3.m (Fla. Bar CLE 11th ed. 2023); FUND TN 1.02.05, 1.02.09.

See Title Standard 4.1 concerning the sufficiency of an acknowledgment of a corporate instrument executed by the proper officer(s) whose capacity is recited in the instrument, but not in the acknowledgment.

1 A bill to be entitled
2 An Act relating to termination of condominiums on account of
3 economic waste or impossibility; amending Subsection 718.117(1)
4 to ~~providing~~ adding additional legislative findings as to public
5 policy and ~~need to~~ provide a clear and uniform framework for the
6 termination of condominiums in circumstances involving economic
7 waste or impossibility, applicable to all condominiums in this
8 state regardless of the date of creation or the provisions of
9 the declaration, recognizing that the condominium form of
10 ownership was not originally established with the expectation
11 that structural improvements would outlive their safe,
12 functional, or economically viable life; amending Subsections
13 718.117(1) and (2); providing for retroactive application to
14 existing condominiums; providing an effective date.

15
16 Section 1. Subsections 718.117(1) and 718.117(2), Florida
17 Statutes, are amended to read:

18 718.117 Termination of condominium.—

19 (1) LEGISLATIVE FINDINGS.—The Legislature finds that:

20 (a) Condominiums are created as authorized by statute and
21 are subject to covenants that encumber the land and restrict the
22 use of real property.

23 (b) In some circumstances, the continued enforcement of
24 those covenants may create economic waste and areas of disrepair
25 which threaten the safety and welfare of the public or cause
26 obsolescence of the property for its intended use and thereby
27 lower property tax values, and it is the public policy of this
28 state to provide by statute a method to preserve the value of
29 the property interests and the rights of alienation thereof that
30 owners have in the condominium property before and after
31 termination.

32 (c) It is contrary to the public policy of this state to
33 require the continued operation of a condominium when to do so
34 constitutes economic waste or when the ability to do so is made

1 impossible by law or regulation.

2 (d) It is in the best interest of the state to provide for
3 termination of the covenants of a declaration of condominium in
4 certain circumstances in order to:

5 1. Ensure the continued maintenance, management, and
6 repair of stormwater management systems, conservation areas, and
7 conservation easements.

8 2. Avoid transferring the expense of maintaining
9 infrastructure serving the condominium property, including, but
10 not limited to, stormwater systems and conservation areas, to
11 the general tax bases of the state and local governments.

12 3. Prevent covenants from impairing the continued
13 productive use of the property.

14 4. Protect state residents from health and safety hazards
15 created by derelict, damaged, obsolete, or abandoned condominium
16 properties.

17 5. Provide fair treatment and just compensation for
18 individuals and preserve property values and the local property
19 tax base.

20 6. Preserve the state's long history of protecting
21 homestead property and homestead property rights by ensuring
22 that such protection is extended to homestead property owners in
23 the context of a termination of the covenants of a declaration
24 of condominium.

25 (e) Condominiums operate within an extensive and evolving
26 statutory framework governing building safety, habitability,
27 financial management, and long-term maintenance obligations,
28 such that unit owners and other participants in the condominium
29 form of ownership reasonably anticipate legislative amendments
30 addressing these matters.

31 (f) Recent catastrophic building failures, together with
32 increasing regulatory requirements for structural integrity and
33 reserve funding, have demonstrated the risks associated with
34 deferred maintenance, structural deterioration, and the economic

1 infeasibility of necessary repairs in condominium properties.

2 (g) It is therefore in the best interest of the state to
3 provide a clear and uniform framework for the termination of
4 condominiums in circumstances involving economic waste or
5 impossibility, applicable to all condominiums in this state
6 regardless of the date of creation or the provisions of the
7 declaration, in recognition that the condominium form of
8 ownership was not designed to require the continued operation of
9 structural improvements beyond their safe, functional, or
10 economically viable life.

11 (h) The condominium form of ownership depends upon
12 collective governance by unit owners, and in circumstances where
13 continued operation of the condominium involves unsafe,
14 uninhabitable, or economically impracticable conditions, it is
15 necessary to provide a clear and uniform mechanism by which unit
16 owners, acting in accordance with established voting thresholds
17 and procedural safeguards, may determine whether to continue or
18 terminate the condominium form of ownership, without requiring
19 unanimity or permitting a small number of owners to compel the
20 continued operation of conditions that pose risks to safety,
21 habitability, or economic viability.

22
23 (2) TERMINATION BECAUSE OF ECONOMIC WASTE OR
24 IMPOSSIBILITY.—

25 (a) Notwithstanding any provision in the declaration, the
26 condominium form of ownership of a property may be terminated by
27 a plan of termination approved by the lesser of (i) 80 percent
28 of the lowest percentage of total voting interests necessary to
29 amend the declaration or (ii) the voting percentage or as
30 otherwise provided in the declaration for approval of
31 termination if+ the restoration cost ratio exceeds 35 percent.
32 As used in this subsection, "restoration cost ratio" means
33 —1. The the percentage determined by dividing (i) the total
34 estimated cost of construction or repairs necessary to construct

1 ~~the intended improvements~~ reconstruct or restore the
2 improvements to their former condition or bring them into
3 compliance with applicable laws or regulations to the extent
4 required for continued lawful occupancy and use, as determined
5 by an independent licensed engineer or architect authorized to
6 practice in this state and documented in a signed written report
7 provided to the association, by (ii) exceeds the combined
8 estimated fair market value of the improvements ~~units~~ in the
9 condominium after completion of the construction or repairs, ~~or,~~
10 excluding the appraised value of the land component of the
11 condominium property in its current improved condition as
12 determined by an independent licensed appraiser authorized to
13 practice in this state and documented in a signed written report
14 provided to the association. Further, if the condominium
15 improvements have been so deteriorated, damaged, destroyed or
16 demolished that the restoration cost ratio exceeds 50 percent,
17 then the condominium may be terminated pursuant to a plan of
18 termination approved by the lowest percentage of voting
19 interests necessary to amend the declaration.

20 ~~2. It becomes impossible to operate or reconstruct a~~
21 ~~condominium to its prior physical configuration because of land~~
22 ~~use laws or regulations.~~

23 (b) Notwithstanding any provision in the declaration
24 ~~paragraph (a),~~ a condominium whose restoration cost ratio
25 exceeds 35 percent and in which 75 percent or more of the units
26 are timeshare units may be terminated ~~only~~ pursuant to a plan of
27 termination approved by the lesser of (i) a majority 80 percent
28 of the total voting interests of the association and the holders
29 of a majority 80 percent of the original principal amount of
30 outstanding recorded mortgage liens of timeshare estates in the
31 condominium, unless all recorded mortgage liens will be
32 satisfied in full pursuant to the plan of termination, or (ii)
33 the voting percentage otherwise provided in the declaration for
34 approval of termination. ~~the declaration provides for a lower~~

1 ~~voting percentage.~~

2 (c) A restoration cost ratio satisfying the requirements
3 of paragraph (a) or (b) establishes a rebuttable presumption
4 that reconstruction or restoration would constitute economic
5 waste and that the applicable voting requirement for approval of
6 a plan of termination is authorized under this subsection. This
7 presumption and the estimated costs and property values used to
8 determine the restoration cost ratio may be contested in a
9 proceeding pursuant to paragraph (f), including through evidence
10 relevant to the factors set forth therein.

11 (d) Notwithstanding any provision in the declaration, a
12 condominium that becomes impossible to operate, repair, or
13 reconstruct to its prior physical configuration because of land
14 use laws, regulations or other legal prohibitions in effect, may
15 be terminated pursuant to a plan of termination approved by the
16 lowest percentage of voting interests necessary to amend the
17 declaration.

18 ~~(e)~~ (e) ~~Notwithstanding paragraph (a) any provision in~~
19 the declaration, a condominium that includes units and timeshare
20 estates where the improvements, or any material portion thereof,
21 have been substantially damaged, condemned, or rendered
22 uninhabitable or unusable for their intended purpose due to
23 physical deterioration, structural deficiency, casualty, or
24 governmental action that materially restricts or prohibits the
25 lawful occupancy or use of the improvements, such that continued
26 operation, repair, or reconstruction is not reasonably
27 practicable, have been totally destroyed or demolished may be
28 terminated pursuant to a plan of termination proposed by a unit
29 owner upon the filing of a petition in the circuit court for the
30 county in which the condominium is located, seeking equitable
31 relief. Within 10 days after the filing of a petition as
32 provided in this paragraph and in lieu of the requirements of
33 paragraph (15)(a), the petitioner shall record the proposed plan
34 of termination and mail a copy of the proposed plan and a copy

1 of the petition to:

2 1. If the association's corporate entity has not been
3 dissolved ~~as a matter of law~~, each member of the board of
4 directors of the association identified in the most recent
5 annual report filed with the Department of State and the
6 registered agent of the association;

7 2. For a condominium with timeshare units, the ~~The~~
8 managing entity as defined in s. 721.05(22);

9 3. Each unit owner and each timeshare estate owner at the
10 address reflected in the official records of the association,
11 or, if the association records cannot be obtained by the
12 petitioner, each unit owner and each timeshare estate owner at
13 the address listed in the office of the tax collector for tax
14 notices; and

15 4. Each holder of a recorded mortgage lien affecting a
16 unit or timeshare estate at the address appearing on the
17 recorded mortgage or any recorded assignment thereof.

18
19 The association, if ~~it has not been~~ dissolved ~~as a matter of~~
20 ~~law~~, acting as class representative, or the managing entity as
21 defined in s. 721.05(22), any unit owner, any timeshare estate
22 owner, or any holder of a recorded mortgage lien affecting a
23 unit or timeshare estate may intervene in the proceedings to
24 contest the proposed plan of termination brought pursuant to
25 this paragraph. The provisions of subsection (9), to the extent
26 inconsistent with this paragraph, and subsection (16) are not
27 applicable to a party contesting a plan of termination under
28 this paragraph. If no party intervenes to contest the proposed
29 plan within ~~45~~60 days after the filing of the petition, the
30 petitioner may move the court to enter a final judgment to
31 authorize implementation of the plan of termination. If a party
32 timely intervenes to contest the proposed plan, the plan may not
33 be implemented until a final judgment has been entered by the
34 court finding that the proposed plan of termination is fair and

1 reasonable and authorizing implementation of the plan.

2 (f) In addition to the right of a unit owner or lienor to
3 contest a plan of termination under subsection (16), any unit
4 owner, any timeshare estate owner, or any holder of a recorded
5 mortgage lien affecting a unit or timeshare estate may contest
6 the determination of the restoration cost ratio under paragraphs
7 (a) or (b), and the applicability or rebuttal of the presumption
8 of economic waste under paragraph (c) of this subsection by
9 initiating a summary procedure conducted pursuant to s. 51.011
10 within 90 days after the date the plan is recorded; however, a
11 plan of termination proposed pursuant to paragraph (e) may be
12 contested only through intervention in the judicial proceeding
13 as provided in paragraph (e) and is not subject to a separate
14 contest under this paragraph. In determining whether the plan
15 of termination is authorized under paragraphs (a) or (b), the
16 analysis may consider, among other relevant factors, not only
17 the quantitative relationship between the cost of construction
18 or repairs and post-repair value, but also qualitative factors
19 affecting the interests of all owners or lienors, including:

20 1. the functional and economic obsolescence of the
21 existing improvements;

22 2. the extent of required upgrades to comply with
23 current building codes and safety regulations;

24 3. the expected remaining useful life of the
25 improvements following repair;

26 4. the uncertainty and risk of material cost overruns;

27 5. the marketability and financing feasibility of the
28 property following repair, to the extent relevant to its
29 continued viable operation;

30 6. insurance availability and cost, to the extent
31 materially affecting feasibility;

32 7. the structural integrity and long-term performance of
33 the improvements;

34 8. the comparative feasibility of continuing the

1 existing improvements compared to reasonable alternative uses
2 for the condominium property, including consideration of the
3 relative contribution of the land component to the overall value
4 of the condominium property; and

5 9. the extent to which the conditions giving rise to the
6 proposed termination reflect the overall viability of the
7 condominium as a whole.

8
9 Any person entitled to contest under this paragraph who does not
10 timely file and serve a petition contesting the plan within the
11 90-day period is barred from asserting or prosecuting a claim,
12 whether direct or collateral, against the association, the
13 termination trustee, any unit owner, or any successor in
14 interest to the condominium property that challenges or is
15 inconsistent with the plan of termination. In an action
16 contesting a plan of termination, the person contesting the plan
17 has the burden of proving by substantial competent evidence that
18 the restoration cost ratio does not satisfy the requirements of
19 paragraph (a) or (b), or that the presumption of economic waste
20 under paragraph (c) has been overcome. The court shall
21 determine the rights and interests of the parties and shall
22 order implementation of the plan if the court determines that
23 the requirements of this subsection have been satisfied. In any
24 such action, the prevailing party shall recover reasonable
25 attorney fees and costs, as determined by the court. The court
26 may, in its discretion, decline to award attorney fees and costs
27 against any party that has intervened or otherwise participated
28 in good faith and presented a credible issue under this
29 subsection.

30 (g) This subsection shall be given retroactive
31 application and shall apply to all condominiums in this state,
32 regardless of the date of creation, recording, or amendment of
33 the declaration of condominium, and shall govern all
34 terminations pursuant to this subsection based upon economic

1 waste or impossibility that are approved on or after the date of
2 enactment.

3
4 The Legislature finds that application of this subsection
5 to all existing condominiums is a reasonable and necessary means
6 of advancing the public purposes set forth in subsection (1),
7 including protection of public health and safety, preservation
8 of property values and local tax bases, and maintenance or
9 replacement of essential condominium infrastructure.

10
11 Section 2. This act shall take effect upon becoming a
12 law.

PART III
COVENANT REVITALIZATION

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- 720.403— Preservation of communities; revival of declaration of covenants.
720.404— Eligible communities; requirements for revival of declaration.
720.405— Organizing committee; parcel owner approval.
720.406— Department of Commerce; submission; review and determination.
720.407— Recording; notice of recording; applicability and effective date.

720.403— Preservation of communities; revival of declaration of covenants.—

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(1)— Consistent with required and optional elements of local comprehensive plans and other applicable provisions of the Community Planning Act, property owners are encouraged to preserve existing residential and other communities, promote available and affordable housing, protect structural and aesthetic elements of their community, and, as applicable, maintain roads and streets, easements, water and sewer systems, utilities, drainage improvements, conservation and open areas, recreational amenities, and other infrastructure and common areas that serve and support the community by the revival of a previous declaration of covenants and other governing documents that may have ceased to govern some or all parcels in the community.

(2)— In order to preserve a community and the associated infrastructure and common areas for the purposes described in this section, the parcel owners in a community that was previously subject to a declaration of covenants that has ceased to govern one or more parcels in the community may revive the declaration and the association for the community upon approval by the parcel owners to be governed thereby as provided in this act, and upon approval of the declaration and the other governing documents for the association by the Department of Commerce in a manner consistent with this act.

(3)— This part is intended to provide mechanisms for the revitalization of covenants or restrictions for all types of communities and property associations and is not limited to residential communities.

(4) Notwithstanding anything in Chapter 712 to the contrary, neither Chapter 712 nor this part shall operate to extinguish a community's corporate existence because the articles of incorporation or bylaws were otherwise extinguished by Chapter 712 unless the community was terminated pursuant to its governing documents or applicable law. This subsection is to clarify existing law.

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720.404— Eligible communities; requirements for revival of declaration.—

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Parcel owners in a community are eligible to seek approval from the Department of Commerce to revive a declaration of covenants under this act if all of the following requirements are met:

(1) ~~—~~ All parcels to be governed by the revived declaration must have been once governed by a previous declaration that has ceased to govern some or all of the parcels in the community;

(2) ~~—~~ The revived declaration must be approved in the manner provided in s. 720.405(6); and

(3) ~~—~~ The revived declaration may not contain covenants that are more restrictive on the parcel owners than the covenants contained in the previous declaration, except that the declaration may:

(a) ~~—~~ Have an effective term of longer duration than the term of the previous declaration;

(b) ~~—~~ Omit restrictions contained in the previous declaration;

(c) ~~—~~ Govern fewer than all of the parcels governed by the previous declaration;

(d) ~~—~~ Provide for amendments to the declaration and other governing documents; and

(e) ~~—~~ Contain provisions required by this chapter for new declarations that were not contained in the previous declaration.

720.405— Organizing committee; parcel owner approval.—

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(1) ~~—~~ The proposal to revive a declaration of covenants and an association for a community under the terms of this act shall be initiated by an organizing committee consisting of not less than three parcel owners located in the community that is proposed to be governed by the revived declaration; as to a parcel owned by an entity, however, a natural person selected by such entity may serve on the organizing committee. In the event that the community has five or fewer parcels, then a single natural person may be used instead of an organizing committee. The name, address, and telephone number of each member of the organizing committee must be included in any notice or other document provided by the committee to parcel owners to be affected by the proposed revived declaration. The address and telephone number may be the office of a member of the organizing committee, the association's office, or the community association manager's office.

(2) ~~—~~ The organizing committee shall prepare or cause to be prepared the complete text of the proposed revised declaration of covenants, which may be a copy of the original recorded declaration of covenants and any amendments thereto, if applicable, to be submitted to the parcel owners for approval. The proposed revived documents must identify each parcel that is to be subject to the governing documents by its legal description, and by the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners.

(3)— The organizing committee shall prepare the full text of the proposed articles of incorporation and bylaws of the revived association to be submitted to the parcel owners for approval, unless the association is then an existing corporation, in which case the organizing committee shall prepare the existing articles of incorporation and bylaws to be submitted to the parcel owners.

(4)— The proposed revived declaration and other governing documents for the community shall:

(a)— Provide that the voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents;

(b)— Provide that the proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents;

(c)— Contain the same respective amendment provisions as the previous governing documents or, if there were no amendment provisions in the previous governing document, amendment provisions that require approval of not less than two-thirds of the affected ~~parcel-owners~~voting interests;

(d)— Contain no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under s. 720.404(3); and

(e)— Comply with the other requirements for a declaration of covenants and other governing documents as specified in this chapter.

(5)— A copy of the complete text of the proposed revised declaration of covenants, the proposed new or existing articles of incorporation, if applicable, and bylaws of the association, if the bylaws are available or previously recorded in the county's official records, and a graphic depiction of the property to be governed by the revived declaration shall be presented to all of the affected ~~parcel-owners~~voting interests by mail or hand delivery not less than 14 days before the time that the consent of the affected ~~parcel-owners~~voting interests to the proposed governing documents is sought by the organizing committee.

(6)— A majority of the affected ~~parcel-owners~~voting interests must agree in writing to the revived declaration of covenants and governing documents of the association in the manner prescribed by s. 617.0701 or approve the revived declaration and governing documents by a vote at a meeting of the affected ~~parcel-owners~~voting interests noticed and conducted in the manner prescribed by s. 720.306. Proof of notice of the meeting to all affected ~~owners~~voting interests of the meeting and the minutes of the meeting recording the votes of the ~~property-owners~~voting interests shall be certified by a court reporter or an attorney licensed to practice in the state. For purposes of this subsection,

each parcel shall be entitled to such voting interest as under the previous governing documents.

720.406— Department of Commerce; submission; review and determination.—

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(1) ~~Within 60 days after obtaining valid written consent from a majority~~the required approval of the affected parcel owners, or within 60 days after the date the proposed revived declaration and other governing documents are approved by the affected parcel owners by vote at a meeting~~voting interests~~, the organizing committee or its designee must submit the proposed revived governing documents and supporting materials to the Department of Commerce to review and determine whether to approve or disapprove of the proposal to preserve the residential community. The submission to the department must include:

(a) ~~The full text of the proposed revived declaration of covenants and articles of incorporation and bylaws of the homeowners' association.~~

(b) ~~A verified copy of the previous declaration of covenants and other previous governing documents for the community, including any amendments thereto.~~

(c) ~~The legal description of each parcel to be subject to the revived declaration and other governing documents and a plat or other graphic depiction of the affected properties in the community.~~

(d) ~~A verified copy of the written consents of the requisite number of the affected parcel owners~~voting interests approving the revived declaration and other governing documents or, if approval was obtained by a vote at a meeting of affected ~~parcel owners~~voting interests, verified copies of the notice of the meeting, attendance, and voting results.

(e) ~~An affidavit by a current or former officer of the association or by a member of the organizing committee verifying that the requirements for the revived declaration set forth in s. 720.404 have been satisfied.~~

(f) ~~Such other documentation that the organizing committee believes is supportive of the policy of preserving the residential community and operating, managing, and maintaining the infrastructure, aesthetic character, and common areas serving the residential community.~~

(g) If the majority of the affected parcel owners agree in writing to the revived declaration of covenants and other governing documents of the association in the manner prescribed by s. 617.0701, the organizing committee or its designee shall provide an affidavit of the dates of the first and last receipt of a written consent, which shall be used by the department to determine the commencement date of the 60 days for the submission.

~~(2)–~~ Within 60 days after receiving the submission, the department must determine whether the proposed revived declaration of covenants and other governing documents comply with the requirements of this act. It is the intent of the Legislature that this Part shall be liberally construed in favor of revitalization of covenants or restrictions.

~~(a)–~~ If the department determines that the proposed revived declaration and other governing documents comply with the act and have been approved by the parcel owners as required by this act, the department shall notify the organizing committee in writing of its approval.

~~(b)–~~ If the department determines that the proposed revived declaration and other governing documents do not comply with, or have not been approved as required by, this act, the department shall notify the organizing committee in writing that it does not approve the governing documents and shall state the reasons for the disapproval.

(c) In the event that the department determines that the proposed revived declaration and other governing documents do not comply with, or have not been approved as required by, this act, the organizing committee or its designee shall have 35 days after the organizing committee's receipt of the determination to file a written request for reconsideration of the department's determination. Reconsideration is limited to addressing the reasons for disapproval stated in the determination and the organizing committee or its designee may submit such additional materials to address the reasons for disapproval in the department's determination but may not add additional approvals. The department shall have 20 days from receipt of the request for reconsideration to hold a hearing to review and either: grant the request for reconsideration and issue an approval of the proposed revived declaration and other governing documents, or in the case of denial, issue a written explanation stating the reasons for denial with specificity to permit appellate review. The filing of a request for reconsideration tolls the time for the entry of any final order by the department or appeal of a determination until such time as the department issues a response either approving or denying the request for reconsideration. The denial of request for reconsideration shall be a final agency action.

720.407—Recording; notice of recording; applicability and effective date.—

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~~(1)–~~ No later than 30 days after receiving approval from the department, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the division.

~~(2)–~~ No later than 30 days after receiving approval from the division, the president and secretary of the association shall execute the revived declaration and other governing documents approved by the department in the name of the association and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located.

(3) ~~—~~ The recorded documents shall include the full text of the approved declaration of covenants, the articles of incorporation and bylaws of the association, the letter of approval by the department, and the legal description of each affected parcel of property. For purposes of chapter 712, the association is deemed to be and shall be indexed as the grantee in a title transaction and the parcel owners named in the revived declaration are deemed to be and shall be indexed as the grantors in the title transaction.

(4) ~~—~~ Immediately after recording the documents, a complete copy of all of the approved recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents shall be effective upon recordation in the ~~public~~ county's official records with respect to each affected parcel subject thereto, regardless of whether the particular parcel owner approved the revived declaration. Upon recordation, the revived declaration shall replace and supersede the previous declaration with respect to all affected parcels then governed by the previous declaration and shall have the same record priority as the superseded previous declaration. With respect to any affected parcels that had ceased to be governed by the previous declaration as of the recording date, the revived declaration may not have retroactive effect with respect to the parcel and shall take priority with respect to the parcel as of the recording date.

(5) ~~—~~ With respect to any parcel that has ceased to be governed by a previous declaration of covenants as of the effective date of this act, the parcel owner may commence an action within 1 year after the effective date of this act for a judicial determination that the previous declaration did not govern that parcel as of the effective date of this act and that any revival of such declaration as to that parcel would unconstitutionally deprive the parcel owner of rights or property. A revived declaration that is implemented pursuant to this act shall not apply to or affect the rights of the respective parcel owner recognized by any court order or judgment in any such action commenced within 1 year after the effective date of this act, and any such rights so recognized may not be subsequently altered by a revived declaration implemented under this act without the consent of the affected property owner.

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar
Residential Contract For Sale And Purchase between

_____(SELLER) and
_____(BUYER)

concerning the Property described as _____

Buyer's Initials _____

Seller's Initials _____

HH. OPEN PERMITS AND VIOLATIONS

This Rider to the FR/BAR AS-IS Contract does not modify or replace Paragraphs 9(a) or 10(b) or address unpermitted improvements. To the extent the provisions of this Rider conflict with Paragraph 12(c), the provisions of this Rider shall prevail.

1. PERMIT/CODE/MUNICIPALITY INSPECTION:

No later than _____ days (if left blank, then 15 days) after the Effective Date ("Permit Inspection Period"), Buyer may, at Buyer's expense, have an inspection and examination of records and documents ("Permit Inspection") made to determine whether there exist any void, expired, issued, open, under review or other building permits which have not been closed, completed, issued a certificate of occupancy or completion or otherwise resolved without necessity of further action as documented by the applicable governmental agency (collectively "Open Permits") or notices of violations of local ordinances or codes ("Violations") to the Property.

Buyer shall deliver written notice to the Seller of the identified Open Permits or Violations within the Permit Inspection Period. **If Buyer fails to timely deliver said written notice to the Seller, Buyer accepts any existing Open Permits or Violations, and the Seller shall not be required to perform any Permit Remedial Action as described in Paragraphs 2 and 3 herein.**

2. PERMIT REMEDIAL ACTION

Seller, at Seller's sole expense, shall close Open Permits with the applicable governmental agency, satisfy any Violations, and pay any outstanding fines and assessments (collectively "Permit Remedial Action"). Seller shall, no later than ____ (if left blank, then 2) days prior to Closing ("Permit Remedial Action Deadline"), provide written documentation from the appropriate governmental agency evidencing that all Open Permits have been closed and all Violations have been satisfied ("Remedial Completion Evidence").

Seller shall make a diligent effort to perform and complete all Permit Remedial Action prior to the Permit Remedial Action Deadline. For the purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by the applicable governmental agency, performing necessary work, scheduling inspections, and

paying for fees, outstanding fines, and other charges in connection with Permit Remedial Action.

3. INCOMPLETE PERMIT REMEDIAL ACTION

If Seller does not provide Remedial Completion Evidence by the Permit Remedial Action Deadline, then Buyer shall, prior to Closing, deliver written notice to Seller of Buyer's election of one of the following options:

- (a) **ACCEPT AND CLOSE:** to accept the Property with existing Open Permits and Violations and close this Contract on Closing Date; or
- (b) **ESCROW:** to require a sum equivalent to ____% (125% if left blank) of the estimated costs of completing the Permit Remedial Action, as shown in the written proposal(s) and without regard to any deposit prepaid by Seller for said Permit Remedial Action, to be paid by Seller into escrow at Closing pending completion; or
- (c) **EXTENSION:** to extend the Closing Date, and the parties will close within 10 days after Buyer receives Remedial Completion Evidence. If Permit Remedial Action cannot be completed within ____ (if left blank 30) days after the original Closing Date, Buyer may elect to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract; or
- (d) **TERMINATION:** to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not provide written notice of Buyer's election as set forth herein, then option (a) shall be deemed selected.

Area Certification Standards

Rule Amendment Review Information Sheet

Rule(s) Number and Title: 6-30 Standards for Board Certification in Condominium and Planned Development

Certification Committee: Condominium and Planned Dev. **BLSE Liaison:** Howard Cohen

Chair: Joel McTague **Staff Liaison:** Nathan McClure

List of Proposed Changes:

Rule 6-30.4 Recertification (b) Education. Line 161. Change 75 to 100.

Justification for Proposed Changes:

See attached.

History:

Certification Committee Approval

Date: September 27, 2024

Vote: 7-0

Section/ Substantive Committee Review

Name: Real Property Probate and Trust Law

Date:

Vote:

Comments:

Out of State Division Review

Date:

Vote:

Comments:

Additional Information

REQUEST TO AMEND RECERTIFICATION CLE REQUIREMENTS
CONDOMINIUM AND PLANNED DEVELOPMENT LAW CERTIFICATION
FROM 75 TO 100 CREDIT HOURS EVERY FIVE YEARS

The Condominium and Planned Development Law Certification Committee (“Committee”) respectfully requests approval to amend the recertification standards for Board Certification in Condominium and Planned Development Law to increase the continuing legal education requirement from 75 credit hours to 100 credit hours during each five-year recertification cycle.

The Committee further requests that this amendment apply prospectively only, effective for recertification cycles commencing on or after January 1, 2027, or such other date as the Florida Supreme Court deems appropriate, in order to provide adequate notice to all certified practitioners.

I. Background and Original Basis for the 75-Hour Requirement

When this certification area was established in 2017, the continuing legal education requirement was set at 75 credit hours every five years. At that time, the Committee’s recommendation reflected the then-existing educational landscape, which included multiple substantial annual continuing legal education programs devoted specifically to condominium and homeowners’ association law, including:

The “Ins and Outs” Program, hosted by The Florida Bar; and
The Boyer Institute on Condominium and Cluster Development, hosted by the University of Miami.

Since that time, however, the development and implementation of the certification review course materially interfered with the scheduling and continuation of the “Ins and Outs” program, which has remained on hiatus. As a result, the Boyer Institute—offering approximately 18.5 CLE credits annually—has become the only major recurring Florida advance CLE program devoted primarily to this specialty area.

The Committee believes that Board Certified practitioners should maintain educational breadth beyond attendance at a single recurring annual conference and that the current 75-hour requirement no longer reflects the realities of the specialty.

II. Condominium and Planned Development Law Has Become One of Florida’s Most Rapidly Evolving Practice Areas

Since this certification area was elevated to Board Certification in 2018, Condominium and Planned Development Law has undergone extraordinary legislative and regulatory development.

In particular, following the collapse of the Champlain Towers South condominium in Surfside, Florida, the Legislature enacted sweeping reforms affecting condominium governance and operations, including but not limited to:

- Structural integrity reserve study requirements;
- Milestone inspection mandates;
- Reserve funding obligations;
- Expanded official records requirements;
- Enhanced board member education requirements;
- Increased criminal penalties and fiduciary regulations; and
- Significant amendments affecting insurance, budgeting, and financial transparency.

Beyond those reforms, the Legislature has enacted substantial annual amendments to Chapters 718, 719, and 720, Florida Statutes, in nearly every legislative session since certification was created.

The Committee believes few certification areas experience such sustained and consequential annual statutory revision.

III. Comparison to Other Board Certification Areas Supports an Increase

The proposed increase would better align Condominium and Planned Development Law with similarly complex and heavily regulated certification areas.

Certification Area	Hours	Certification Area	Hours
Admiralty & Maritime Law	55	Elder Law	125
Adoption Law	50	Health Law	100
Antitrust & Trade Regulation Law	50	Immigration & Nationality	100
Appellate Practice	50	Intellectual Property Law	50
Aviation Law	60	International Law	75
Business Litigation	50	International Litigation & Arbitration	50
City, County & Local Government Law	60	Juvenile Law	50
Civil Trial	50	Labor & Employment Law	75
Condominium & Planned Development Law	75	Marital & Family Law	75
Construction Law	45	Real Estate	75
Criminal Appellate	50	State & Federal Government &	90

		Administrative Practice	
Criminal Trial	50	Tax Law	125
Education Law	90	Wills Trusts & Estates	125
		Workers' Compensation	45

Given the breadth and pace of substantive legal change in this area, the Committee believes the current 75-hour requirement materially understates the educational demands of competent specialization.

IV. Certified Practitioners Already Substantially Exceed the Current Requirement

The Committee reviewed 48 recertification applications submitted during the 2024–2025 cycle, representing approximately 25% of all currently board certified attorneys in this specialty.

That review demonstrated an average reported CLE total of 99.2 credit hours per applicant.

The Committee believes this figure likely understates actual CLE completion because anecdotal review suggests that some applicants cease reporting additional credits upon reaching the current 75-hour threshold.

Accordingly, the proposed increase to 100 credit hours reflects, in substantial part, the educational commitment already being undertaken by practitioners in the field.

The Committee therefore believes the amendment will impose minimal practical hardship on current and future certificate holders.

V. Increased CLE Requirements Advance the Purpose of Board Certification

Board Certification exists to identify attorneys who have demonstrated special knowledge, skills, and proficiency in a particular area of law and professionalism and ethics in practice.

To the public, Board Certification serves as a representation that the certified lawyer possesses expertise materially above that of a general practitioner.

Given the increasing complexity of condominium and planned development law—and the substantial financial, governance, safety, and quality-of-life implications of legal advice rendered in this field—the Committee believes that requiring a heightened continuing education commitment is necessary to ensure that Board Certified practitioners continue to merit that designation.

Increasing the CLE requirement will further:

- Protect the public by promoting continued competency in a rapidly changing specialty;
- Preserve the integrity and prestige of Board Certification;
- Better align the specialty's standards with the realities of modern practice; and
- Reinforce the distinction between certified specialists and non-certified practitioners.

VI. Requested Amendment

For the foregoing reasons, the Condominium and Planned Development Law Certification Committee respectfully requests approval to amend the recertification standards for Condominium and Planned Development Law Board Certification to require:

- 100 credit hours of approved continuing legal education during each five-year recertification cycle

in place of the current 75-hour requirement.

The Committee further requests that the amendment apply prospectively only to recertification cycles commencing on or after January 1, 2027, or such later date as the Court deems appropriate.

Conclusion

The Committee submits that the requested amendment is warranted by:

- The substantial increase in the complexity of the specialty since certification was created;
- Extraordinary post-Surfside legislative and regulatory developments;
- The actual educational practices of current certified attorneys;
- The absence of meaningful hardship associated with the proposed increase; and
- The need to preserve the value and integrity of Board Certification for the protection of the public and the profession.

Respectfully submitted,
Condominium and Planned Development Law Certification Committee

1 **6-30 STANDARDS FOR BOARD CERTIFICATION IN**
2 **CONDOMINIUM AND PLANNED DEVELOPMENT LAW**
3 **RULE6-30.1 GENERALLY**

4 A lawyer who is an active member in good standing of The
5 Florida Bar and meets the standards prescribed below may be
6 issued a certificate identifying the lawyer as “Board Certified in
7 Condominium and Planned Development Law.” The purpose of the
8 standards is to identify lawyers who:

9 **(a)** practice law in the development of common interest real
10 property, and the formation, representation, and regulation of
11 community associations;

12 **(b)** have the special knowledge, skills, and proficiency; and

13 **(c)** have the character, ethics, and reputation for
14 professionalism to be identified to the public as board certified in
15 condominium and planned development law.

16 New subchapter added January 21, 2016; effective March 21, 2016;
17 amended and effective December 4, 2020 by The Florida Bar Board of
18 Governors.

19 **RULE 6-30.2 DEFINITIONS AND COMMITTEE COMPOSITION**

20 **(a) Community Association and Planned Development.** A
21 “community association” is a corporation for profit or not-for-profit
22 that is engaged in the management and operation of common
23 interest real property, which typically includes:

24 (1) associations for condominiums, homeowners,
25 property owners, and mobile homes;

26 (2) associations governing communities or properties
27 which may be related to residential, commercial, other non-
28 residential communities or properties;

29 (3) cooperatives;

30 (4) recreational organizations such as golf or tennis
31 clubs; and

(5) voluntary organizations that are incorporated or not incorporated.

A “planned development” is real property in Florida that consists of or will consist of separately owned areas, lots, parcels, units, or interests together with common or shared elements or interests in real property, or where the separately owned areas, lots, parcels, units, or interests are subject to common restrictive covenants or are governed by a community association.

(b) Condominium and Planned Development Law.

“Condominium and planned development law” is the practice of law that involves:

(1) serving as counsel to community associations, property owners, community association members, sellers, purchasers, developers, lenders, governmental agencies, and investors in matters related to community associations and planned developments;

(2) drafting governing documents or their amendments, and preparing filings with governmental agencies that regulate community associations or planned developments;

(3) serving in or for governmental agencies which regulate community associations or planned developments;

(4) representing parties in construction lien and defect claims, collection of assessment actions, governing document and community association statutory enforcement and dispute actions, and other litigation, arbitration, and mediation in matters relating to community associations or planned developments; and

(5) planning, development, construction, and financing of condominium or planned development communities.

(c) Condominium and Planned Development Law Certification Committee. The condominium and planned development law certification committee must be composed of the following:

(1) at least one-third of the members must be lawyers whose practice focuses on the representation of community association members or community associations controlled by unit or parcel owners other than the developers of those community associations; and

(2) at least one-third of the members must be lawyers whose practice focuses on the representation of developers or others structuring and creating condominium and planned developments.

The board of legal specialization and education will appoint an eligible lawyer if there is no eligible lawyer with the required focus practice area willing to serve.

New subchapter added January 21, 2016; effective March 21, 2016; amended and effective December 4, 2020 by The Florida Bar Board of Governors.

RULE 6-30.3 MINIMUM STANDARDS

(a) Substantial Involvement. The applicant must have been engaged in the practice of condominium and planned development law for at least 5 years immediately preceding the application. The applicant must demonstrate continuous and substantial involvement in the practice of law, of which at least 40 percent has been spent in active participation in condominium and planned development law during at least 3 of the 5 years immediately preceding the application date by providing examples of at least 20 substantive tasks or services performed on behalf of, or in connection with, community associations and planned developments, such as:

(1) drafting, reviewing, interpreting, or revising development and governing documents, title instruments and reports, title insurance policies, contracts for sale and purchase, and statutory and administrative laws, rules, and provisions;

(2) drafting financing instruments for developers, lenders, investors, or community associations;

- 96 (3) planning and drafting project legal structures and
97 entities;
- 98 (4) dealing with development funds and associated
99 development documents;
- 100 (5) drafting other project related documents;
- 101 (6) serving as an arbitrator or counsel for a party in an
102 arbitration;
- 103 (7) serving as a mediator or counsel for a party in a
104 mediation;
- 105 (8) drafting opinion letters;
- 106 (9) serving as legal counsel at a trial, on appeal, or in
107 administrative hearings;
- 108 (10) representing owners, purchasers, developers,
109 lenders, investors, community associations, governmental agencies,
110 or political subdivisions in matters relating to condominium and
111 planned development law; or
- 112 (11) any other activity deemed appropriate by the
113 condominium and planned development law certification
114 committee.

115 The applicant must also describe, through examples or
116 narrative, the applicant's law practice of representing community
117 associations, developers, lenders, investors, or owners in matters
118 involving condominium and planned development law during the 5-
119 year period preceding the application date. The examples or
120 narrative must include the approximate number and type of clients
121 the applicant has represented during the 5-year period.
122 Consideration will be given to applicants who have served as in-
123 house counsel or who have been employed by governmental
124 agencies. The applicant must demonstrate compliance with this
125 requirement through a form approved by the condo and planned
126 development law committee, but written or oral supplementation
127 may be required.

128 **(b) Peer Review.** The applicant must submit the names and
129 addresses of 5 individuals who are neither relatives nor current
130 associates or partners to complete peer review forms. At least 4 of
131 the 5 references must be lawyers or judges and at least 3 of the
132 lawyer references must be members of The Florida Bar.

133 **(c) Education.** The applicant must demonstrate completion
134 of 50 credit hours of approved continuing legal education in
135 condominium and planned development law during the 3-year
136 period immediately preceding the date of application. Accreditation
137 of educational hours is subject to policies established by the
138 condominium and planned development law certification committee
139 or the board of legal specialization and education.

140 **(d) Examination.** The applicant must pass an examination
141 administered uniformly to all applicants to demonstrate sufficient
142 knowledge, skills, proficiency, and experience in condominium and
143 planned development law to justify the representation of special
144 competence to the legal profession and the public.

145 New subchapter added January 21, 2016; effective March 21, 2016;
146 amended and effective December 4, 2020 by The Florida Bar Board of
147 Governors.

148 **RULE 6-30.4 RECERTIFICATION**

149 The applicant must satisfy the following requirements for
150 recertification during the 5-year period immediately preceding the
151 application date.

152 **(a) Substantial Involvement.** The applicant must demonstrate
153 continuous and substantial involvement in condominium and
154 planned development law throughout the period since the last date
155 of certification or recertification. The demonstration of substantial
156 involvement must show that condominium and planned
157 development law comprises at least 40 percent of the applicant's
158 practice. The applicant must demonstrate continued compliance
159 with the requirements for substantial involvement in the minimum
160 standards for initial certification.



161 **(b) Education.** The applicant must complete ~~75~~ 100 credit
162 hours of approved continuing legal education in condominium and
163 planned development law.

164 **(c) Peer Review.** The applicant must submit the names and
165 addresses of at least 3 individuals who are neither relatives nor
166 current associates or partners to complete peer review forms. At
167 least 2 of the 3 references must be lawyers or judges, and at least 1
168 must be a member of The Florida Bar.

169 New subchapter added January 21, 2016; effective March 21, 2016;
170 amended and effective December 4, 2020 by The Florida Bar Board of
171 Governors.