

CORCORAN & JOHNSTON

GOVERNMENT RELATIONS

Contract for Services

This contract is entered into between University of South Florida Student Government, hereinafter referred to as "Client" or "the Client" and Corcoran & Associates, Inc. d/b/a Corcoran & Johnston, hereinafter referred to as "Firm" or "the Firm", both of whom comprise the parties to this contract.

Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests before the Florida Legislature, executive agencies, and other governmental entities, agencies or departments within the State of Florida; and,

Whereas, the Client expressly acknowledges that the Firm has not given, and cannot give, any assurance of the outcome of any government affairs matters, or other matter for which the firm is retained, nor is this contract contingent on such outcome; and

Whereas, the Client agrees to cooperate fully with the Firm and to provide all information known by, or available to, the Client which may aid the Firm in representing the Client, including providing any information relative to specific bills which the Client desires the Firm to monitor; and

Whereas, the Firm agrees to provide such representation as Client may require; and

Whereas, the parties have agreed to the terms under which the firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the above recitals and the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement: This agreement shall become effective on **July 1, 2016** and shall remain effective until **June 30, 2017** and will automatically renew annually, unless either party gives written notice of non-renewal by certified mail with return receipt at least 30 (thirty) days prior to the expiration date of this agreement. → along with the attached Special Provisions Supplement
2. Duties & Obligations of Firm: It shall be the Firm's duty to advocate the interests of Client before the Florida Legislature, executive agencies, and other governmental entities, agencies or departments within the State of Florida.
3. Duties of Client: It shall be the Client's duty to timely compensate the Firm for its services and to keep the Firm informed of any substantive changes which may materially affect this agreement or its scope of services.

4. Compensation: The firm shall receive from Client **\$1,000** due and payable as follows: **\$83.34** due by the 10th of each month. Reasonable and customary expenses shall be reimbursed by the Client. Any individual expense over \$100.00 must be approved by the Client prior to expense being incurred.
5. Attorney's Fees and Costs: In connection with any litigation arising out of or in connection with this contract, the prevailing party shall be entitled to recover as costs all of such party's expense incurred in connection therewith, including reasonable attorney's fees at the trial and appellate levels and in bankruptcy proceedings.
6. Venue and Governing Law: Venue for all proceedings in connection with this contract shall be in the State Courts in Hillsborough County, Florida, and all aspects of this contract shall be governed by the laws of the State of Florida.
7. Parties agree that the previous agreement dated July 17, 2015 was terminated prior to July 1, 2016.

Dated: August 18, 2016

Dated: 8/22/16

By: **George Cotter**

Digitally signed by George Cotter
 DN: cn=George Cotter, o=University
 of South Florida Board of Trustees,
 ou=Purchasing Services,
 email=gcotter@usf.edu, c=US
 Date: 2016.08.18 14:06:44 -04'00'

By: 
 Corcoran & Associates, Inc.
 d/b/a Corcoran & Johnston

SPECIAL PROVISIONS SUPPLEMENT
Between the University of South Florida Board of Trustees,
a public body corporate ("University") and
CORCORAN & JOHNSTON ("Vendor")

This Special Provisions Supplement ("Supplement") is hereby attached and incorporated into the Contract for Services starting from July 1, 2016 to June 30, 2017 (the "Agreement") entered into between the parties and to which it is attached. The terms of this Supplement are intended to supplement and/or amend the Agreement as applicable. The terms of this Supplement are to be read in conjunction with the Agreement to every extent possible. However, in the event of a conflict, this Supplement shall control.

1. The University of South Florida Board of Trustees is a public body corporate, pursuant to § 1001.72, Florida Statutes, and acts for and on behalf of the University of South Florida and is the legal entity entering the Agreement.

2. Payment. All Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendors' payment within 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If the payment is not made within 40 days, a separate interest penalty (established pursuant to § 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to University, providing said request is received by University no later than 40 days from the date shown on the University's check. Interest of less than one (1) dollar will not be enforced. The Florida Statutes may be found online at: <http://www.leg.state.fl.us/Welcome/index.cfm>.

Vendors shall submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University.

Vendor may request partial payment in the full amount of the value of service received and accepted by submitting a properly executed invoice, with supporting documents, when required by University. The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481. Written inquiries can be addressed to: Purchasing and Property Services, 4202 E. Fowler Ave., AOC 200, Tampa, FL. 33620.

3. Taxes. The State of Florida, and University as a state agency, is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

4. Unilateral Cancellation/Public Records Law. Notwithstanding any confidentiality provisions in the Agreement, as an agency or subdivision of the State of Florida, University is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, the Agreement and all associated materials and information may be considered a "public record." While University will endeavor not to voluntarily disclose the Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of the Agreement or any other information pursuant to a public records request shall not be considered a breach of any confidentiality provisions.

Further, Vendor may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to the University upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of the Agreement or performance of the services, Vendor may transfer all public records related to the services to University, at no cost to University, or may keep

such public records in accordance with the applicable state record retention requirements. If Vendor chooses to transfer such records to University, Vendor shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

UNIVERSITY CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT UNIVERSITY'S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR'S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.

University may unilaterally cancel the Agreement for refusal by Vendor to comply with the provisions of Chapter 119, Florida Statutes.

5. Cancellation. Either party may cancel the Agreement at any time by giving the other party thirty (30) days written notice, by certified mail, return receipt requested. Providing said notice is so given, the Agreement shall terminate upon thirty (30) days from the date of such written notice and the liability of the parties under the Agreement for further performance of the terms and conditions shall then cease, but the parties shall not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged to the University.

6. Force Majeure. No default, delay or failure to perform on the part of either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

7. Amendments. Any amendments, alterations or modifications to the Agreement must be in writing, signed or initialed and approved by all signatories of the Agreement to be effective.

8. Assignment. Vendor may not, without the advance written approval of the University, assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of the Agreement.

9. Materiality of Terms. Each term and condition of the Agreement is material and any breach or default by Vendor in the performance of each such term and condition shall be a material breach or default of the entire Agreement for which University shall have the right to terminate the Agreement effective upon thirty (30) days prior written notice to Vendor, only if Vendor fails to remedy the material breach within thirty (30) days following notice thereof, and without termination penalty to University.

10. Relationship of Parties. It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties hereto, or as constituting Vendor as the agent or representative of the University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

11. Waiver of Rights. No failure to exercise or delay in exercising any right, power or remedy accruing to University on any breach or default of Vendor hereunder shall impair any such right, power or remedy, or be

construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be construed as a waiver of any other breach or default.

12. Sovereign Entity. Nothing in the Agreement shall be construed as an indemnification of the Vendor by the University. University warrants and represents that as a sovereign entity, it is self-insured. University assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of University and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the University. Vendor and University agree that nothing contained herein shall be construed or interpreted as (a) the consent of University and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by University and the State of Florida beyond that provided in § 768.28, Florida Statutes.

13. Travel Expenses. If University agreed to reimburse Vendor for travel expenses in the Agreement, such travel expenses will only be reimbursed by University if incurred in compliance with § 112.061, Florida Statutes and University's travel manual.

14. Public Entity Crime. Any person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not be awarded or perform work under a contract or transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date first placed on the list.

The duly authorized representatives of the parties execute this Special Provisions Supplement on the dates indicated.

**UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES**

**George
Cotter**

Digitally signed by George Cotter
DN: cn=George Cotter,
o=University of South Florida
Board of Trustees, ou=Purchasing
Services, email=gcotter@usf.edu,
c=US
Date: 2016.08.18 14:07:09 -04'00'

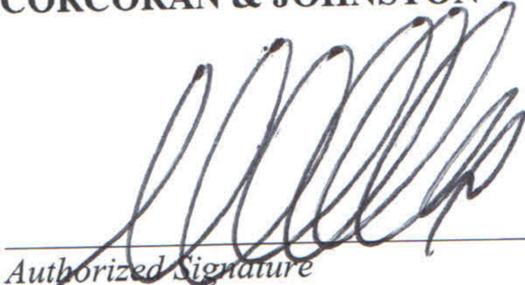
Authorized Signature

George Cotter
Interim Director, Purchasing Services

August 18, 2016

Date

CORCORAN & JOHNSTON


Authorized Signature

Michael Corcoran
Print Name and Title

8/22/14
Date