



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 Partners**, 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 January 1, 2021 and shall remain effective until June 30, 2021, and shall be renewed annually, upon the written approval via e-mail of the current term Student Government leadership.

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 \$20,000 annually, payable on the 10th of every month at the rate of \$1,666.66. Registration fees payable for Florida Lobbyist Registration and 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. Lobbyist Registration, Compensation and Expense Reporting and Compliance: The firm shall comply with all applicable local and state laws, ordinance and rules regarding lobbying registration, compensation and expense reporting and compliance. Should state level compensation reporting be required, compensation will be reported as 70% attributable to legislative branch compensation reporting and 30% to executive branch compensation reporting.
6. Venue and Governing Law: Venue for all proceedings in connection with this contract shall be in the State Courts in Pasco County, Florida, and all aspects of this contract shall be governed by the laws of the State of Florida.
7. Special Provisions Supplement: The terms and conditions of the attached Special Provisions Supplement are incorporated herein.

Dated: 4/2/2021 _____

DocuSigned by:
Brie Matier
By: Brie Matier
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Strategic Sourcing Analyst

Dated: 4/7/2021 _____

DocuSigned by:
Michael Corcoran
By: Michael Corcoran
A23195006234430

Corcoran & Associates, Inc.
d/b/a Corcoran Partners

SPECIAL PROVISIONS SUPPLEMENT

Between the University of South Florida Board of Trustees,
a public body corporate (“USF”) and
CORCORAN PARTNERS (“Vendor”)

This Special Provisions Supplement (“Supplement”) is hereby incorporated into the Contract for Services (“Agreement”) starting from January 1, 2021 to June 30, 2021, 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 will 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 USF must submit invoices to USF in order to receive payment. USF shall issue the Vendors’ payment within thirty (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 forty (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 USF, providing said request is received by USF no later than thirty (30) days from the date shown on USF’s check. Interest of less than One Dollar (\$1) will not be enforced. The Florida Statutes may be found online at: <http://www.leg.state.fl.us/Welcome/index.cfm>.

Vendors must 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. USF 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 USF.

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 USF. USF’s vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from USF may be contacted at 813-974-2481. Written inquiries can be addressed to: Purchasing Services, 4202 E. Fowler Ave., SVC 1073, Tampa, FL. 33620.

3. Taxes. The State of Florida, and USF as a state agency, is a tax immune sovereign and exempt from the payment of all sales, use, or excise taxes within the State of Florida. The Vendor is solely responsible for taxes required to perform under this Agreement, as well as, all taxes on net income earned through this Agreement.

4. Travel and Ancillary Expenses. If USF agrees to directly reimburse Vendor for travel, meals, lodging, and other expenses under this Agreement, such expenses must be documented. Documentation must be submitted with Vendor invoices, unless otherwise directed. All such expenses must be paid in accordance with Section 112.061, Florida Statutes and USF’s Travel Manual. Any non-documented expenses and/or expenses incurred outside the method and/or in excess of the amounts prescribed by Florida law or USF policy will be borne by Vendor.

5. Public Records Law. Notwithstanding any confidentiality provisions in the Agreement, as an agency or subdivision of the State of Florida, USF 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 USF 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 will 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 USF 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 USF, at no cost to USF, or may keep such public records in accordance with the applicable state record retention requirements. If Vendor chooses to transfer such records to USF, Vendor must destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

USF CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT USF’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.

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

- 6. 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.
- 7. Assignment. Vendor may not, without the advance written approval of USF, 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.
- 8. Cancellation. USF may cancel the Agreement at any time by giving the Vendor sixty (60) days written notice, by certified mail, return receipt requested or via email with acknowledgement requested. Providing said notice is so given, the Agreement will terminate upon sixty (60) 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 will then cease, but the parties will 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 USF.
- 9. Materiality of Terms. Each term and condition of the Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of the entire Agreement for which the non-breaching party will have the right to terminate the Agreement effective upon thirty (30) days prior written notice to breaching party, only if breaching party fails to remedy the material breach within thirty (30) days following notice thereof, and without termination penalty to non-breaching party.
- 10. 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; declared state of emergency; epidemics; pandemics; acts of terrorism; war; embargoes; fire; earthquake; hurricane; 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, unless impossible or unreasonable based on the circumstances, for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform. The parties hereby acknowledge some failures to perform may not be cured by additional time.
- 11. Sovereign Entity. Nothing in the Agreement will be construed as an indemnification of the Vendor by USF. USF warrants and represents that as a sovereign entity, it is self-insured. USF assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of USF and the officers, employees, and servants thereof while acting within the scope of their employment by USF. Vendor and USF agree that nothing contained herein will be construed or interpreted as (a) the consent of USF and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by USF and the State of Florida beyond that provided in § 768.28, Florida Statutes.
- 12. 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 USF to any contracts or other obligations. Vendor must not expressly or impliedly represent to any party that Vendor and USF are partners or that Vendor is the agent or representative of USF or of the Board of Trustees for any purpose or in any manner whatsoever.
- 13. eVerify. Vendor warrants that it is in compliance with the E-Verify requirements set forth in Section 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. University may immediately terminate the Agreement upon notice to Vendor if University has a good faith belief that Vendor is knowingly in breach of this warranty. In the event of such termination, University shall only owe Vendor for the products and/or services delivered by the effective date of such termination and shall not owe any termination penalty or damages to Vendor whatsoever.
- 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.
- 15. Waiver of Rights. No failure to exercise or delay in exercising any right, power or remedy accruing to USF on any breach or default of Vendor hereunder will 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 will any waiver of any single breach or default be construed as a waiver of any other breach or default.

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

University of South Florida Board of Trustees

**CORCORAN & ASSOCIATES, Inc. d.b.a.
CORCORAN PARTNERS**

DocuSigned by:
 Signature: Brie Matier
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 Printed: Brienne Matier
 Title: Strategic Sourcing Analyst, Procurement Services
 Date: 4/2/2021

DocuSigned by:
 Signature: Michael Corcoran
E32B5806C234480...
 Printed: Michael Corcoran
 Title: CEO
 Date: 4/7/2021

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From: Joseph Cipriano <sg-governor@usf.edu>
Date: Wednesday, June 1, 2022 at 5:31 PM
To: Matthew Blair <matt@corcoranpartners.com>
Cc: Jennifer Bielen <bielenj@usf.edu>, Pragnya Kulkarni <sg-tpacos@usf.edu>, Gabrielle Henry <sg-ltgovernor@usf.edu>
Subject: USF Corcoran Contract Renewal

Good Afternoon Matt,

It was great to meet with you and the rest of the team yesterday! Considering our lobbying objectives and the successful events that were put on over the past year, we have decided to continue working with Corcoran. After reviewing the terms of the existing contract, we have decided to move forward with the renewal of the contract for one additional year, beginning July 1st, 2022, and ending June 30th, 2023. We look forward to continuing our partnership over the next year!

Thank you,



Joey Cipriano (He/Him/His)

Governor, USF Tampa
Student Employee
Phone: (630) 470-5064
Email: sg-governor@usf.edu

Please note: "USF SG is subject to public records policies. Any emails sent to or from this entity are eligible for public record requests and public disclosure."