

CONTRACT FOR SERVICES

This contract is entered into between <u>Osceola County Client of the Circuit Court & County Comptroller</u> hereinafter referred to as "Client" or "the Client" and <u>Corcoran & Associates, Inc.</u> <u>d/b/a Corcoran Partners</u>, 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 is a Constitutional Office directly and substantially affected by the passage of Amendment 10 to the Florida Constitution in 2018, for which implementing legislation was NOT enacted, and thus requires the expertise the Firm can provide to assure Constitutional compliance; and,

Whereas, the Client intends to ensure that the People of Osceola County receive the full benefits of the newly unified Clerk of the Circuit Court & County Comptroller's Office as contemplated under the Florida Constitution and laws of this State; 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: Provided that no Conflict of Interests issues are present, this agreement shall become effective on February 2, 2023 and shall remain effective until February 1, 2024. Either party may terminate this agreement at any time by providing written notice of termination to the other party at least 30 (thirty) days prior to Date of termination.
- 2. <u>Duties & Obligations of Firm:</u> 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. The Firm shall notify in writing of any conflict of interests that would prohibit the Firm's representation of the Client before the Florida Legislature, executive agencies, and other governmental entities, agencies, or departments within the State of Florida.
- 3. <u>Duties of Client:</u> 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. <u>Duties of the Parties:</u> The Parties will meet and confer at least once monthly to provide updates, exchange Information, discuss plans, strategies, advice, and counsel.
- <u>5.</u> Compensation: The firm shall receive from Client \$75,000 annually, at the rate of \$6,250 per month, payable within 30 (thirty) days of the Client receiving a monthly invoice from the firm.
- 6. 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.
- 7. <u>Venue and Governing Law:</u> 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.

Dated: Feb 2, 2023

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By: Rob Willhoit

Chief of Staff-Dir. Policy Engagement and Communication

Osceola County Clerk of Court.

Dated: <u>Feb</u> 2, 2023

Michael Corcoran
Michael Corcoran (Feb 2, 2023 14:07 EST)

By: Michael Corcoran

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

2023 - Proposed Corcoran Partners Contractv01[1]

Final Audit Report 2023-02-02

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