

CONTRACT FOR SERVICES

This contract is entered into between <u>Florida Atlantic University Foundation</u>, <u>Inc.</u> hereinafter referred to as "Client" or "the Client" and <u>Corcoran & Associates</u>, <u>Inc. 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 Florida Atlantic University ("FAU") 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 ensure FAU provides all information known by, or available to, FAU which may aid the Firm in representing the FAU including providing any information relative to specific bills which FAU 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 FAU 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. <u>Term of Agreement:</u> This agreement shall become effective on October 11, 2023 and shall remain effective until October 10, 2024, and will renew annually upon mutual written agreement of the parties.
- 2. <u>Duties & Obligations of Firm:</u> It shall be the Firm's duty to advocate the interests of FAU before the Florida Legislature, executive agencies, and other governmental entities, agencies or departments within the State of Florida.

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- 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>Compensation:</u> The firm shall receive from Client \$80,000 annually, payable on the 10th of every month at the rate of \$6,666.66 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. The Client's Disbursement Policy found at fauf.fau.edu/disbursements shall apply.
- 5. <u>Lobbyist Registration, Compensation and Expense Reporting and Compliance:</u> 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. <u>Venue and Governing Law:</u> All aspects of this contract shall be governed by the laws of Florida.

10/13/2023 2:17 PDT Dated:		David Lian
	Ву:	David Kian
	,	Interim CEO
		Florida Atlantic University Foundation, Inc.
Dated:		Mall
	Ву:	Michael Corcoran
		CEO
		Corcoran & Associates, Inc.
		d/b/a Corcoran Partners