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# CORCORAN & JOHNSTON

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GOVERNMENT RELATIONS

## Contract for Services

This contract is entered into between **Florida Development Finance Corporation** 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

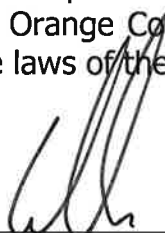
Whereas, the parties have agreed to the terms under which the firm will represent the Client and wish to memorialize their agreement in writing.

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 **December 1, 2014** and shall remain effective until **November 30, 2015** 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.
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 **\$100,000** due and payable as follows: **\$8,333.33** due by the 10<sup>th</sup> 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 Orange County, Florida, and all aspects of this contract shall be governed by the laws of the State of Florida.

Dated: 12/1/2014

  
By: BILL SPIVEY, EXECUTIVE DIRECTOR  
FLORIDA DEVELOPMENT FINANCE CORP.

Dated: \_\_\_\_\_

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

800 N. Magnolia Avenue  
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Florida Development



Finance Corporation

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December 1, 2014

#### EMERGENCY AUTHORIZATION

The undersigned, as Chairman of Florida Development Finance Corporation ("FD FC"), hereby authorizes William F. Spivey, Jr., Executive Director of FD FC, to execute and deliver the attached Services Contract. This authorization is being given on an emergency basis due to the time sensitive nature of the services to be performed. This authorization shall be placed on the agenda at the next meeting of the FD FC governing board for the purposes of ratifying the action taken.

Both the Chairman and the Executive Director are acting in furtherance of their official capacities on behalf of FD FC and shall have no individual liability with respect to the matters set forth in this Authorization.

The above action is hereby authorized as of the date first indicated above.

FLORIDA DEVELOPMENT FINANCE CORPORATION

By: 

Pete Tesch, Chairman