



August 07, 2008

M E M O R A N D U M

TO: District Board of Trustees
FROM: William D. Law, Jr., President
RE: Professional Service Contract Renewal

The Board of Trustees maintains the decision to employ professional services of college attorneys for federal representational activities. The Board has employed Akerman Senterfitt during FY08 and it is requested that a new agreement be entered into for the period of July 1, 2008 through June 30, 2011 to provide for consistency of purpose of representation and to build on past successes with this firm.

The proposed agreement is attached for your review.

Staff Resources: Teresa Smith

Recommended Action:

Propose that the Board enter into a four year agreement for professional services for federal representation with Akerman Senterfitt.



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801 Pennsylvania Avenue N.W.
Suite 600
Washington, DC 20004

www.akerman.com

202 393-6222 *tel* 202 393 5959 *fax*

June 30, 2008

Dr. William D. Law, Jr.
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304-2895

Dear Dr. Law,

Thank you for your decision to extend and expand the contract between Akerman Senterfitt and the Tallahassee Community College to provide the college with federal representational services. We look forward to building on our shared past successes and continuing to work with you in the future.

This letter constitutes an agreement between Akerman Senterfitt (AS) and the Tallahassee Community College (TCC). The terms are as follows:

1. Under the direction of Rick Spees and Jane Sargent, AS will perform all federal representational activities for TCC, which shall include securing federal appropriations earmarks and grants, tracking federal legislation on higher education, and arranging contacts between TCC and the Florida Congressional delegation.
2. This agreement shall be extended on July 1, 2008 and run through June 30, 2011. This agreement can be terminated by either party with a 30 day notice and the payment on all fees due and owing.
3. The fees for our services shall be as follows:
 - a. From July 1, 2008 until September 30, 2008 - \$5,000.00 per month
 - b. From October 1, 2008 until June 30, 2009 - \$6,500.00 per month
 - c. From July 1, 2009 until June 30, 2010 - \$8,000.00 per month

d. From July 1, 2010 until June 30, 2011 - \$10,000.00 per month

In addition, TCC shall reimburse AS for all reasonable expenses. All travel must be approved in advance.

4. AS will provide activity reports when requested, as well as notification of any relevant legislative developments. The TCC can request additional reports or information at any time.
5. Invoices will be sent out the first of each month and are due upon receipt.
6. AS shall be responsible for preparing and filing any lobbying reports required by Congress. Akerman Senterfitt will assist TCC with preparing any lobbying disclosure forms required by federal agencies.
7. All oral communications and written correspondence are strictly confidential.
8. All press inquires are the responsibility of TCC.
9. AS cannot be paid by federal funds.
10. The terms of this agreement can be modified at any time by mutual agreement.

If you find these arrangements acceptable, please sign this agreement below and return one copy to me in the Washington office.

Again, thank you for retaining Akerman Senterfitt. We look forward to continuing our long and successful relationship.

Sincerely,



Richard L. Spees



Richard L. Spees

June 30, 2008

Date

Dr. William D. Law, Jr.

Date

