



June 28, 2010

MEMORANDUM

TO: District Board of Trustees
FROM: Barbara R. Sloan, President
SUBJECT: Professional Service Contract - Presidential Search

Item Description:

The Board of Trustees requires the services of a professional consultant to aid in the search for the next College President.

Overview:

The Board of Trustees maintains the decision to employ professional services for the college.

Salient Facts:

Section 1001.64(25), Florida Statutes, authorizes the Board of Trustees to serve as contracting agent of the college. At the May Board meeting, the College President was instructed to employ Dr. Jeff Hockaday, an employment consultant, to assist the Board in the Presidential Search process.

Past Actions:

No past action on this item.

Future Actions:

No further activity on the part of the Board is necessary.

Funding/Financial Matters:

Funds for this contract are available from Fund 1 operating account.

Staff Resource:

Teresa Smith

Recommended Action:

For Information Only.

PROFESSIONAL SERVICES AGREEMENT FOR
TALLAHASSEE COMMUNITY COLLEGE PRESIDENTIAL SEARCH

THIS PROFESSIONAL SERVICES AGREEMENT FOR TALLAHASSEE COMMUNITY COLLEGE PRESIDENTIAL SEARCH (the "Agreement") is made as of the 28th day of May, 2010 by and between the Tallahassee Community College District Board of Trustees having its principal mailing address at 444 Appleyard Drive, Tallahassee, FL 32304 (the "College") and Dr. Jeff Hockaday, an individual, with a mailing address of 1909 Windmill Drive, Sanford, NC, 27330 (the "Consultant").

WHEREAS, THE PARTIES TO THIS Agreement desire that Consultant assist and consult the College with regard to the selection and hiring of a President.

NOW THEREFORE, in consideration of mutual covenants and promises herein contained, and intending to be legally bound hereby, the College and Consultant hereby agree as follows:

1. Consultation Services. Consultant shall: assist the College in the identification of candidates for the position of President; recruit, vet, and conduct high level background research on all candidates selected by the College for an interview; conduct detailed background research on finalist candidate(s) as determined by the College; present findings and recommendations to the College; and perform such other related services as the College may reasonably request from time to time (collectively the "Services"). In performing the Services, Consultant shall exercise his best professional judgment and skill and shall exercise his best efforts.
2. Payment to Consultant. As compensation for the Services rendered herein by Consultant, the College shall pay consultant for his authorized fees in an amount not to exceed \$40,000.00. Verifiable expenses incurred by the Consultant in the performance of his duties under this agreement, including but not limited to, reference checks, research, and administrative expenses shall be paid or reimbursed by the College as agreed between the parties. Should the College require Consultant to travel in performance of this Agreement, the College shall reimburse Consultant for reasonable travel expenses incurred as provided for and limited by Florida Law. Expenses shall not exceed \$2,500.00. Consultant shall be paid one-half of the above fee on July 30, 2010 and the other one-half upon the signing of an employment agreement between the College and an identified Presidential candidate.
3. Term and Termination. The term (the "Term") of this agreement shall be deemed to have commenced as of the 28th day of May, 2010, and shall continue until (a) the 31st day of October, or (b) the date that the College and a candidate for the position of President shall have signed an employment agreement for such position, whichever shall occur first. It is the intent of the parties that the consultant during the term of this agreement shall have only one client, the College, but it is also understood and agreed that the consultant is a professional who relies on the income from his profession to provide for his family. Therefore, the consultant is free at any time during the term of this contract to meet with potential clients, respond to solicitations of entities seeking the services of a consultant and to enter into a contract or contracts with other clients provided that the commencement of providing more than incidental services under such other contract(s) shall not begin until the termination of this contract without the written consent of the Chairman of the Colleges Board of Trustees.

4. Independent Contractor. The Consultant hereunder is an independent contractor and no provision contained herein shall be construed to create a partnership, joint venture, or employment relationship with College. Consultant shall be solely responsible for all withholding, FICA, worker's compensation or unemployment compensation, benefits, contributions to retirement accounts, governmental filings and the payment of all Federal, State, and local taxes arising out of the Consultant's performance of the Services hereunder.
5. Confidentiality. Subject to the provisions of Florida Statutes, Chapter 119, Consultant agrees that he shall not use, permit the use of, disclose, permit the disclosure of, divulge, copy, or communicate to any competitor, outsider, or third party, in any manner whatsoever, written, oral, or by electronic means, any Confidential information (defined hereinafter). Consultant agrees that he shall hold such Confidential Information in confidence and shall use the same solely for the purpose of performing the Services. "Confidential Information" includes, but shall not be limited to, all information concerning College's business methods, discoveries, ideas, concepts, know-how, techniques, trade secrets, past transactions, financial information, employees, independent contractors, and existing or prospective student data.
6. "Florida Sunshine" and "Public Records" Acts. The Consultant represents that he is familiar with the Florida "Sunshine" and "Public Records" Acts and agrees to exercise his best efforts on behalf of the College to ensure that during each stage of the search and selection process that the College and its Committees will be in compliance therewith.
7. Conflict of Interest. Consultant covenants and agrees that in the event a satisfactory candidate is selected who was processed and/or submitted by the Consultant, that the Consultant will not actively recruit the selected President for any other position for a period of two years from the commencement of the President's employment by the College.
8. Guarantee of Services. If the candidate selected should vacate the College President's position within one year of the commencement of employment, the consultant agrees, at no additional cost to assist the College per the terms of this agreement to recruit a candidate acceptable to the College.
9. Indemnification and Insurance. Consultant releases the College from all liability, judgments and losses, and will indemnify, defend, and hold the College harmless for, from, and against all liability, lawsuits, claims, charges, losses, and damages suffered or incurred by the College, of any kind and any nature, whether before or after the term of this Agreement, including reasonable attorneys' fees, arising out of the performance by Consultant or his agents of the Services hereunder or the failure or breach by Consultant of this Agreement or any provision hereof. Consultant agrees to maintain sufficient insurance coverage as determined by the parties during the term of this Agreement to cover the performance of the Services hereunder naming the College as additional insured along with Consultant. It shall be an event of default hereunder if such insurance lapses or is no longer in effect.
10. Non-Delegation. This Agreement is in the nature of a personal services contract, and Consultant shall not assign this Agreement or any portion hereof, nor delegate the performance of any of the Services, to any other person or entity, without the prior written consent of the College.

11. Default and Remedies. Either party shall be deemed in default of this Agreement in the event of failure to perform their respective obligations and conditions herein and such failure continues for a period of fifteen (15) days after written notice from the non-defaulting party. In the event such default is not timely cured, the non-defaulting party may, in addition to exercising any rights and remedies available at law or in equity, terminate this Agreement. Notwithstanding Section 2 of this Agreement, in the event this Agreement is terminated by either party for reason of default by the other, the Consultant shall only be paid for his Services actually performed and costs actually incurred up until the date of such termination.

12. Entire Agreement. This Agreement contains the entire agreements, understandings, and promises, written or oral, between the parties related to the Services, and there are no other promises or representations that may contradict, add to, or further explain the terms and provision herein and all such prior discussions and understandings related to the Services are merged into this Agreement. This Agreement modifies and replaces in its entirety any contract, agreement, or understanding which may exist between the parties hereto related to the Services.

13. Miscellaneous. The failure of either party to act or exercise its rights under this Agreement upon the breach of any of the terms hereof by the other party shall not be construed as a waiver of such breach or prevent said party from thereafter enforcing strict compliance with any and all terms hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall not be modified except by a written document signed by both parties hereto. This Agreement shall inure to the benefit of and be binding upon each party's successors, heirs, and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

 Witness

By: _____
 Dr. Jeff Hockaday
 Consultant

 Witness

By: _____
 Barbara R. Sloan
 President