

***Executive Recruitment and
Interim Management Services***

City Manager
City of Forney, Texas

September 2017

Strategic Government Resources

Ron Holifield, CEO
PO Box 1642
Keller, Texas 76244
214-676-1691
Ron@GovernmentResource.com





September 12, 2017

Honorable Rick Wilson, Mayor
City of Forney
101 E. Main St.
Forney, TX 75126

Dear Mayor Wilson,

SGR is pleased to assist the City of Forney with a repeat City Manager search as well as providing a highly qualified candidate to serve as Interim City Manager. Agreements for both services are included.

We are truly excited about the opportunity to work with the City of Forney again. I look forward to discussing in more detail how we can help you select an exceptional Interim City Manager and repeating the search for a permanent City Manager.

Respectfully submitted,

Ron Holifield, CEO
Strategic Government Resources
Ron@GovernmentResource.com
Cell: 214-676-1691



September 12, 2017

Honorable Rick Wilson, Mayor
City of Forney
101 E. Main St.
Forney, TX 75126

Dear Mayor Wilson,

This letter of understanding has been submitted to articulate and define the terms and conditions under which Strategic Government Resources, Inc. (SGR) will assist the City of Forney in the repeat search for a City Manager.

The terms and conditions are as follows.

Strategic Government Resources, Inc. shall provide all services for recruitment as follows:

- Develop a position profile and recruitment brochure for the position.
- Place ads in appropriate professional publications, as approved.
- Contact key opinion leaders nationwide seeking candidate recommendations.
- Identify high-probability prospects and follow up with those prospects.
- Receive, track, and maintain all inquiries and applications.
- Conduct a "triage" level review of all resumes and conduct initial phone/email conversations with candidates.
- Conduct pre-recorded online interviews with candidates.
- Conduct Stage 1 Media Searches on candidates.
- Provide periodic updates regarding the progress of the search, as frequently as desired.
- Assist Organization in developing a short list of up to 6 finalist candidates recommended for interviews, and present a verbal briefing on relevant issues related to each.
- Assist in preparation of recommended interview questions and of the interview process.
- Conduct comprehensive Stage 2 Media Searches on finalist candidates.
- Conduct psychometric assessments on finalist candidates.

- Conduct full character checks with standard references, as well as non-provided reference checks.
- Conduct comprehensive background investigation on finalist candidates consisting of criminal, sex offender, civil, and credit check conducted by an outside investigative entity on a contract basis.

The Organization shall:

- Provide photos/graphics and information necessary to develop position profile brochure.
- Provide reproduction of hard copy brochure production, if desired.
- Provide any direct mailings desired by the Organization.
- Provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests.
- Reimburse finalists directly for travel-related expenses to interview.

SGR shall be compensated by the Organization as detailed below:

- **Pricing**
 - **Professional Services Fee - No charge because this is a repeat search within two years of previous placement**
 - **Expense Items - City is responsible for payment of all expense items as described below.**
- Expense Items - We do not bill the client for any expenses except for those explicitly detailed herein. The expense items are as follows.
 - Professional production of a high-quality brochure. This brochure (typically four pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
 - Ad placement in appropriate professional publications, including trade journals and websites, to announce the position is billed at actual cost.
 - Printing of documents and materials are billed at 26 cents per page per copy, plus binders/binding. Shipping is billed at actual cost. Flash drives are billed at \$10 each.
 - Online Interviews. There is a cost of \$200 for each recorded online interview.
 - Psychometric Assessments. There is a cost of \$150 per candidate for each psychometric analysis instrument.
 - Comprehensive Media Reports – Stage 2. There is a cost of \$500 per candidate.
 - Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for our comprehensive background screening reports prepared by our licensed private investigations provider.

- Travel and related costs for the Recruiter are incurred for the benefit of the client. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- **Billing**
 - **Expense (reimbursable) items and supplemental services will be billed once per month.**
- **Optional/Supplemental Services**
 - Site Visits to Communities of Finalist Candidates will be charged at a day rate of \$1,000 per day, plus travel expenses.
 - In the unexpected event the Organization shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark-up for overhead.
 - If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Terms and Conditions:

- SGR guarantees that the Organization will be satisfied with the results of the recruitment process, or SGR will repeat the entire process at no additional professional fee until the Organization selects a candidate. Additionally, if the Organization selects a candidate (that SGR has fully vetted through our recruitment process) who resigns or is released within 18 months of their hire date, SGR will repeat the process at no additional professional fee to the Organization. If the Organization circumvents SGR's recruitment process and selects a candidate that did not participate in the full recruitment process, this service guarantee is null and void.
- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice. In such event SGR will be compensated for all work satisfactorily completed up to and through the date of termination. In addition, SGR shall provide to the Organization all information obtained during the search process through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and to SGR. Accordingly, the Organization acknowledges and, to the

extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of, SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure.

Approved and Agreed to, this the 21 day of September, 2017 by and between

Cindy Hanna
Cindy Hanna, Managing Director of Finance
Strategic Government Resources

Wendle Medford
City of Forney

Name: Wendle Medford

Title: Interim City Manager



Date: September 12, 2017

**Agreement for Interim City Manager Services
By and Between Strategic Government Resources and the City of Forney, Texas**

City of Forney, Texas
Rick Wilson, Mayor
Rwilson@cityofforney.org

Strategic Government Resources
Cindy Hanna, Managing Director of Finance
CindyHanna@GovernmentResource.com

("City")

("SGR")

Scope of Services. The City of Forney, Texas, (referred to as "City") seeks an Interim City Manager to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim City Manager for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews.

If at any time during the assignment, City wishes to have another candidate provided to serve as Interim City Manager, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City.

Terms and Conditions. SGR will provide an Interim City Manager at a rate of \$104.95 per hour. The Interim City Manager will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of \$ 104.95 per hour.

City Contact for Invoicing:

Name: Deborah Woodham

Email: dwoodham@cityofforney.org

Phone: (972) 564-7307

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process, and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

2. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our Cities with comprehensive background screening reports that include detailed information such as:
 - Social Security number trace
 - Address history
 - Driving history/motor vehicle records
 - Credit report
 - Federal criminal search
 - National criminal search
 - Global homeland security search
 - Sex offender registry search
 - State criminal search (for current and previous states of residence)
 - County criminal search (for every county in which candidate has lived or worked)
 - County civil search (for every county in which candidate has lived or worked)
 - Education verification
3. City is responsible for the cost of any pre-interim employment drug screening that City may require.
4. All routine business expenses incurred by SGR's representative in their role as Interim City Manager will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.
5. Depending on the location of the permanent residence of the selected Interim City Manager, mileage reimbursement and temporary housing may be required. Mileage is reimbursed by City at the current IRS mileage reimbursement rate. The City may elect to provide temporary housing such as a local hotel, direct billed to City, with a mileage reimbursement of once per week between Interim City Manager's permanent residence and City.
6. City will be billed weekly for the previous week's work and any travel/housing reimbursement. payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.
7. If City hires the candidate placed as Interim City Manager for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$5,000.00. This fee is waived if SGR conducts a full-service executive search for this position.
8. City or SGR may terminate the agreement for Interim City Manager Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim City Manager Services to City as follows:

<i>Interim City Manager Services</i>	<i>\$104.95 per hour</i>
<i>Comprehensive Media Search Report</i>	<i>\$500.00</i>
<i>Background Investigation</i>	<i>\$300.00</i>
<i>Mileage/Temporary Housing Stipend</i>	<i>TBD</i>
<i>Travel expenses for in-person interviews, if needed</i>	<i>TBD</i>
<i>Per diem for in-person interview, if needed</i>	<i>\$10 breakfast, \$15 lunch, \$25 dinner</i>

Confidentiality Agreement. The Interim City Manager will perform services for City which may require City to disclose confidential and proprietary information to Interim City Manager or which may require City to grant authorization to the Interim City Manager to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim City Manager's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim City Manager, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim City Manager must receive authorization from City verbally and in writing, other than by email, and Interim City Manager shall maintain reasonable data security controls to protect Interim City Manager and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim City Manager, including the right to keep the same as confidential and proprietary.

Indemnification. To the extent it may be permitted to do so by applicable law, City does hereby agree to defend, hold harmless, and indemnify the designated Interim City Manager, SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity for the City as a contract employee and as Interim City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim City Manager as a contract employee of City acting within the course and scope of the Interim City Manager's employment with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for

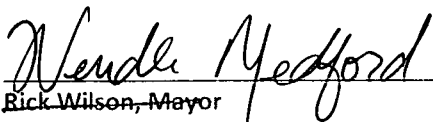
those claims or any causes of action where it is determined that the Interim City Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City or SGR. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim City Manager's legal counsel shall be with the mutual agreement of the Interim City Manager and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim City Manager's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Interim City Manager's employment with City.

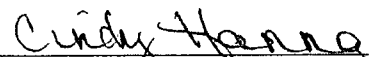
Venue. The venue for any disputes shall reside in Kaufman County, Texas.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Forney, Texas, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to, this the 21 day of September, 2017, by and between Strategic Government Resources and the City of Forney, Texas.


~~Rick Wilson, Mayor~~
City of Forney, Texas


Cindy Hanna, Managing Director of Finance
Strategic Government Resources