



**RESOLUTION NO. 20131022-06**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH STRATEGIC GOVERNMENT RESOURCES FOR EXECUTIVE RECRUITING SERVICES**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, TexAmericas Center presently has a vacancy for the Vice President of Business and Public Engagement; and

**WHEREAS**, the Board of Directors deems it necessary to utilize the services of an executive recruiting service with a strong regional and national reputation; and

**WHEREAS**, Strategic Government Resources has submitted a proposal that is deemed responsive to the needs of TexAmericas Center to assist the Executive Director/CEO in recruiting and hiring for this vacant position; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to award a contract to Strategic Government Resources for the services and on the terms presented in the attached agreement; and

**BE IT FURTHER RESOLVED** that the Board of Directors directs the Real Estate Marketing and Business Development Advisory Committee of the Board to assist in the search process specified in the SGR proposal and the Executive Director/CEO may include such other members of the community as may be helpful in providing input to the selection process; and

**BE IT FURTHER RESOLVED** that the Board of Directors does hereby delegate to the Executive Director/CEO the authority to make the ultimate hiring decision consistent with the prior delegations of authorities and policies of the Board after thorough consultation with the search committee and SGR.

**PASSED and APPROVED** this 22<sup>nd</sup> day of October, 2013.

  
Denis Washington, Chairman of the Board

ATTEST:

  
Mike Carter, Secretary Treasurer

Attached: SGR Proposal



October 22, 2013

Bill Cork, Executive Director/CEO  
TexAmericas Center  
107 Chapel Lane  
New Boston, Texas 75570  
[bill.cork@texamericascenter.com](mailto:bill.cork@texamericascenter.com)

Dear Mr. Cork:

This letter of understanding has been submitted to articulate and define the terms and conditions under which Strategic Government Resources, Inc. (hereinafter referred to as "SGR") will assist the TexAmericas Center (hereinafter referred to as "Organization") in your search for a Vice President of Public and Business Engagement.

These terms and conditions are as follows.

*SGR shall provide all services for search as described in the formal proposal submitted, described in abbreviated form as follows:*

- Develop a position profile and recruitment brochure for the position. (expense item)
- Contact key opinion leaders across the nation to seek candidate recommendations.
- Place ads in appropriate professional publications as approved. (expense item)
- Identify high probability prospects and conduct follow up with those prospects.
- Receive, track, and maintain all inquiries and applications.
- Conduct a "triage" level review of all resumes, and conducting initial phone/email conversations.
- Conduct recorded online interviews with up to 12 semifinalist candidates. (expense item)
- Conduct Stage 1 Media Searches on semifinalist candidates.
- Provide periodic updates regarding the progress of the search, as frequently as desired.
- Assist organization in developing a short list of 4-6 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 up to 6 finalists. (expense item)
- Conduct psychometric assessments on up to 6 finalists. (expense item)
- Conduct full character checks with standard references, as well as non-provided reference checks.
- Conduct comprehensive background investigation on up to 6 finalists consisting of criminal, sex offender, civil, and credit check conducted by an outside investigative entity on a contract basis. (expense item)

*The Organization shall:*

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

*SGR shall be compensated by the Organization as detailed below:*

- Pricing
  - Professional Services Fee = \$17,500
  - Expenses (SGR) Not to Exceed = \$7,500
  - **Not-to-Exceed Maximum Price = \$25,000 \* (Plus Optional Services Below if Desired)**
- Expense Items (*Included in Not-to-Exceed Price Above*) - SGR considers incidentals to be covered by the professional services fee, and we do not bill the organization for any expenses except for those explicitly detailed herein.
  - Professional production of a high quality brochure. This brochure (typically four pages) is produced by SGR's graphic designer for a flat fee of \$300 per page.
  - 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 21 cents per page per copy, plus binders/binding. Shipping/ mailing documents (to one location) is included in the not-to-exceed expenses above. Shipping/postage billed at actual cost.

Electronic Discs are billed at \$5 per disc reproduced. Flash drives are billed at \$10 each.

- Online Interviews. There is an additional cost of \$200 for each recorded online interview (up to 12 candidates included in not to exceed expenses above).
  - Psychometric Assessments. There is an additional cost of \$150 per candidate for each psychometric analysis instrument (up to 6 candidates included in not to exceed expenses above).
  - Comprehensive Media Reports – Stage 2. There is an additional cost of \$350 per candidate (up to 6 candidates included in not to exceed expenses above).
  - 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 (up to 6 candidates included in not-to-exceed expenses above).
  - Travel and related costs for the Project Manager incurred for the benefit of the client include hotel billed at \$150 per night, and meals are billed at \$10 for breakfast, \$15 for lunch, and \$20 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
    - Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.
  - Optional/Supplemental Services (**not included in Not-to-Exceed Maximum Price above**)
    - Candidate Travel. Candidates are typically reimbursed directly by the Organization for travel expenses. If the Organization prefers a different arrangement for candidate travel, SGR will be glad to accommodate the Organization's wishes.
    - 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.

*Terms and Conditions:*

- 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 23 day of October, 2013, by and between:



Bill Cork, Executive Director/CEO  
TexAmericas Center



Ron Holifield, CEO  
Strategic Government Resources