

**CITY OF EL PASO EMPLOYEES RETIREMENT TRUST**  
**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**PROFESSIONAL EXECUTIVE SEARCH SERVICES**

**SUMMARY SUBMITTAL INFORMATION**

Proposal Due Date: No later than 5:00 PM (MST) on Monday, February 2, 2026

Email your complete proposal no later than the date and time above to:

Ms. Karina Chavez, Administrative Assistant

[ChavezKX2@elpasotexas.gov](mailto:ChavezKX2@elpasotexas.gov)

All proposals submitted must reference "RFP for Executive Search Services."

**Estimated Timetable for RFP Process:**

|  | <b>Date:</b>        |
|--|---------------------|
| 1. Release of RFP  | January 5, 2026     |
| 2. Deadline to submit written questions                                    | January 20, 2026    |
| 3. Written response to questions   | January 23, 2026    |
| 4. Proposal due no later than 5:00 PM (MST)                                | February 2, 2026    |
| 5. Review proposals and conduct possible interviews with proposing firm(s) | February 9-13, 2026 |
| 6. Selection of proposing firm by the Board                                | February 18, 2026   |
| 7. Signing of contract   | February 27, 2026   |

Note: The RFP will be posted on the Trust's website at [www.eppension.org](http://www.eppension.org).

**SECTION I. – Request**

**Introduction and purpose of the RFP**

The City of El Paso, Texas (hereinafter "City" or "City of El Paso"), is the plan sponsor of a defined benefit governmental retirement trust for most non-uniformed City employees referred to as the City of El Paso Employees Retirement Trust (hereinafter "Trust" or "Plan") which is managed by a Board of Trustees (hereinafter "Board") pursuant to Section 2.64 of the El Paso Municipal Code.

The Board seeks the services of an Executive Search firm to identify and consult regarding potential qualified candidates to fill the position of Executive Director for the City Employees Retirement Trust. The Board has formed a search committee referred to as the Ad Hoc Selection Committee

(hereinafter “Committee”) to work with the selected executive search firm. The current job description for the Executive Director is attached as **Exhibit A**. The current Executive Director also serves as the Board’s Legal Advisor.

The contract term shall be effective upon execution of the contract between the selected firm and the Board and shall expire in twelve (12) months but may be extended by the parties. A specimen contract is attached as **Exhibit B**.

This Request for Proposal (herein referred to as “RFP”) is not and shall not be construed as a contract offer by the Trust. Any contractual arrangement for professional search services will be evidenced solely by a contract authorized by the Trust and mutually executed by the parties. The Trust is under no contractual obligation to award a contract to any proposing firm.

The Trust will not, in any manner, pay for any costs or expenses incurred in producing a proposal for consideration by the Trust. All costs of each and every kind in producing a proposal under this RFP are to be solely borne by the proposing firm.

### **General Background Information**

#### **The Retirement Trust**

The City of El Paso Employees Retirement Trust is one of three retirement plans offered by the City of El Paso, Texas. Two retirement trusts are maintained for members of the fire and police uniformed divisions of the City. These two retirement plans are managed by a separate Board of the El Paso Fire and Police Pension Fund and are not subject to this RFP. The employees who participate in the City of El Paso Employees Retirement Trust consist of most City employees who are not certified firefighters or peace officers.

The Trust is a governmental defined benefit plan that has been in continuous operation for about 75 years. The Trust document is found in Section 2.64 of the El Paso Municipal Code. The Trust is governed by a 9-member Board of Trustees. The Board consists of 4-participant elected members and 5-appointed members. The Trust then hires a staff to assist them in the administration of the plan. One of the staff members is the Executive Director, who reports to the full Board. However, on a day-to-day basis, the Executive Director works closely with the Board’s Chair and Vice-Chair.

The Trust provides for the administration of retirements, refunds of contributions, disability benefits, ad hoc cost-of-living adjustments, and death benefits to plan participants and their beneficiaries. The Trust currently has approximately 4,000 active members and 3,900 retirees and beneficiaries.

The staff members hired by the Board are responsible for the day-to-day administration of the Trust. Trust staff members work with the City’s Human Resources Department and Office of the Comptroller in executing some of their responsibilities. Trust staff are responsible for all customer service for participants, retirees, and their beneficiaries. Trust staff members are employees of the Board and not the City of El Paso. Staff members are responsible for maintaining enrollment of qualified participants, providing pre- and post-retirement customer service, and completing required forms and documents for processing retirements and payments. Staff keep records of the Trust participants and retirees and provide reports to the Board and City personnel. The staff also provides support to other

City functions. There are currently eight staff members. The staff consists of four hourly employees, two supervisors, a Deputy Executive Director, and the Executive Director.

**Requirements of the Executive Director Position:**

The Executive Director reports to the Board of Trustees. The Executive Director operates the administration of the Trust pursuant to the pension ordinance found in Chapter 2.64 of the El Paso Municipal Code and the policies and procedures approved by the Board. In general, this position is responsible for providing retirement benefits through implementation of established policy as well as planning, budgeting, and supervising pension staff. The Executive Director is also involved in the audit, actuary, and other reviews mandated by the Texas Government Code. The Board may also entertain a candidate who may serve as the Executive Director and Legal Advisor.

Typical duties and responsibilities of the position are located in the attached job description, attached as **Exhibit A**, and are summarized as follows:

Directs investment policy and objectives in conjunction with the Investment consultant as directed by the Board, strategic planning, asset/liability analysis, assists in drafting policies for Board consideration, serves as the liaison between the Board and staff, asset allocation monitoring, and provides input regarding actuarial assumptions and investment manager analysis and monitoring.

Provides oversight of Trust managers, is responsible for compliance with applicable laws, regulations, and fiduciary standards, and ensures that pension obligations are met in a timely manner.

Supervises the administration of the retiree pension payroll and document management.

Provides ongoing communication with stakeholders.

**The Candidate**

**Education, Certification, and Experience**

The minimum qualifications for the Executive Director applicant:

- Bachelor's degree required; advanced degree preferred.
- Five years of experience in the fields of investments, tax, finance, or accounting; public administration experience in the pension/retirement benefits industry preferred.
- Five years supervisory experience managing and directing staff/employees.

Essential skills of a well-qualified applicant:

- Knowledge of investments, accounting, taxes, pension, and benefit administration (personnel and payroll) systems.
- Ability to review legal documents.
- Knowledge of actuarial valuations, budgets, auditing, and contract compliance.
- Requires strong communication skills, both verbal and written, and an ability to maintain positive, effective relationships.
- Ability to plan, coordinate, and supervise the work of subordinates
- Ability to effectively address work challenges and present statistical and administrative reports in a clear and concise manner

- Must be proficient in Microsoft Office products to include Excel, Outlook, Word, TEAMS, and PowerPoint.
- Must have the ability to learn and use technology used by the Trust.
- Strong organizational skills, problem-solving skills, and the ability to use independent judgment.
- Ability to work independently and in a team environment.
- Strategic thinker and planner.
- Ability to manage multiple tasks and achieve deadlines under pressure.
- The ability to work with and handle confidential documents.
- Ability to travel is expected.

### **Management Style**

The Executive Director will be someone who is analytical and self-motivated, yet personable and accessible to staff, Board, and other stakeholders. The Executive Director must be comfortable working with active participants, retirees, and beneficiaries of the Trust. The Executive Director must be organizationally astute, approachable, have the ability to build trust, and be a good strategic thinker and a good listener. Good written and verbal communication is required. The Executive Director must be willing to accept policy direction from the Board and administrative direction from the officers of the Board.

In addition, this individual must be able to facilitate and mentor staff, effectively delegate, champion good ideas, and be assertive when necessary. The Executive Director is expected to be a strong planner who is well prepared to share facts and opinions and be an advocate for quality services and accountable to the Board and stakeholders. The Executive Director is expected to have a high degree of integrity, be a good negotiator, consensus builder, have credibility, and be facilitative rather than confrontational in nature. Finally, this individual should be able to approach challenges with confidence, energy, and a positive outlook while keeping informed of financial, economic, and investment trends.

### **Compensation**

The salary for this position will be negotiated with the Board. However, the Trust would expect to provide a competitive salary and benefits package. Benefits provided include the ability to participate in the City's health insurance plan and may apply for vision and dental insurance, the Trust's retirement plan, holiday pay and sick leave, participation in social security, the City's deferred compensation plan, a tuition reimbursement plan, and employer-paid life insurance.

### **Submittal Requirements**

#### **1. Proposal:**

Proposals should be submitted electronically to:

Ms. Karina Chavez, Administrative Assistant, at [chavezkx2@elpasotexas.gov](mailto:chavezkx2@elpasotexas.gov)

The proposal must be signed by an individual who has the legal authority to contractually bind the Offeror.

#### **2. Required Forms and Documents**

- a) A proposal that describes how the consultant will assist the Board and Committee in the recruitment of an Executive Director.

- b) Certificates of insurance evidencing the required coverage or a statement that the required coverage will be obtained. The necessary coverage is provided in Section III (Contract Terms and Conditions-Indemnifications and Insurance) of this RFP.

**3. Other Submittal Considerations:**

1. The Trust may not consider proposals received after 5:00 PM on February 2, 2026.
2. All proposals must be in written form, will become property of the Trust, and will be a public record subject to disclosure under the Texas Public Information Act.
3. The Trust reserves the right to reject any and all responses.
4. The Trust assumes no liability for any cost incurred in responding to or preparing or submitting any proposals, including the cost in relation to any opportunities for interviews or presentations.
5. The Trust may require one or more Offerors to make an oral in-person presentation that may be at a public meeting. If an Offeror is requested to make an in-person presentation, the cost to attend such a presentation will be borne solely by the Offeror firm.
6. The Trust reserves the right to ask for additional information and clarification from or about any or all of the Offerors on its submitted proposal.

**MINIMUM QUALIFICATIONS OF POTENTIAL SEARCH FIRMS:**

1. A proposing firm must have been in the business of executive searches for at least the past 7-years.
2. A proposing firm must have at least 5 years' experience in searches for Executive Director or similar positions with governmental defined benefit pension plans or similar group benefit plans.

**Questions Concerning the RFP**

While a good faith effort has been made to define the qualifications of the successful Offeror and the scope of required services, Offerors may require additional information and clarifications. Any additional information provided by the Trust in response to an inquiry will, if deemed appropriate by the Trust, be provided or made available to all recipients of this RFP. All inquiries regarding this RFP should be emailed to:

Ms. Karina Chavez, Administrative Assistant at [chavezkx2@elpasotexas.gov](mailto:chavezkx2@elpasotexas.gov)

Written questions shall be submitted on or before January 20, 2026, to be considered.

Written responses to inquiries will be issued and posted on the Trust's website no later than January 23, 2026.

## **Scope of Services**

The Executive Search firm responding to this RFP is required to provide an explanation regarding how the following services will be provided by your firm:

1. Review of the current job description for completeness and reasonableness.
2. Work with the Committee to complete a position analysis to ascertain that the Trust's desired training, experience, and characteristics of candidates are appropriate for the position.
3. Identify potential job applicants.
4. Advertise the position for recruitment of applicants to include advertising avenues and related costs.
5. Develop the job posting language.
6. Perform the initial resume review and screening process of applicants.
7. Provide monthly progress reports regarding the recruitment process.
8. Prepare interview questions, provide a summary of candidates for interviews, and attend any interviews, if requested by the Committee.
9. Deliver final written and oral reports to the Board regarding the search process and results.
10. Perform and report background checks on candidates selected for interviews.
11. Provide compensation and benefit package recommendations.

## **Reporting Requirements:**

The consultant will be required to provide written monthly updates to the Ad Hoc Selection Committee selected by the Board of Trustees. The consultant will also be required to provide an update via Teams when the search process is at a point when resumes have been submitted and recommendations are being submitted to the Committee. Finally, the consultant will be required to make at least one trip to El Paso and all such travel and any and all related costs for the travel should be included in the fixed fee in your proposal. The consultant shall be required to be present in person at a Board meeting to discuss the search process.

## **Selection Criteria**

The Trust's Board, through its Committee, will review and evaluate all submitted proposals that are received on or before the deadline as stated on the cover page, based on the factors listed below:

1. Content and completeness of the proposal. (10 points)
2. Firm qualifications: (25 points)
  - a. Experience and demonstrated success in executive searches for pension Executive Directors or similar positions.
  - b. Experience of staff to be assigned to this specific search.
  - c. Experience in the executive search business.
3. Capability of the Offeror to perform the required scope of services. (25 points)
4. Fixed cost of providing professional executive search services, included in the scope of services. (40 points)

The Committee will evaluate the proposals and may make a recommendation for contract negotiations with the proposing firm that, in their sole opinion, represents the best fit for services based upon the above criteria.

#### **Process for entering into a contract with the Trust**

The selected Offeror will be provided the opportunity to enter into a contract with the Trust. A specimen contract is attached as **Exhibit B**. The scope, terms, and conditions of the contract will be in substantial conformance with the terms, conditions, and specifications described in this RFP and the proposal submitted by the Offeror. The Offeror's proposal and the RFP are expected to become exhibits to the final contract.

The Offeror should be prepared to answer preliminary contract questions during the proposal process. If the Offeror is selected for contract negotiations, the Offeror should be prepared to immediately review a draft contract. Should the Offeror not be able to promptly review the draft contract or should the Offeror and Trust not be able to successfully negotiate a contract, the Trust reserves the right to select the next most qualified Offeror for the contract.

The Trust reserves the right to negotiate the contract to include a portion or portions of the services covered by this RFP, reject any and all proposals in total or by components, or enter into more than one contract with more than one firm for the services covered by this RFP.

#### **Additional Information**

The Trust reserves the right to check all references furnished and consider responses received in determining the firm to provide the services required by this RFP.

The Trust reserves the right to perform investigations as may be deemed necessary by the Trust to ensure that competent individuals will be and are utilized in the performance of the contract.

All proposals are subject to the Texas Public Information Act and subject to disclosure as may be required by laws under the State of Texas. (Chapter 552 of the Texas Government Code)

### **Section II – Proposal Requirements**

The proposal should contain direct responses to the information requested, in the order specified by the sections below. Responses should be concise, well-organized, and provide sufficient information to demonstrate the Offeror's qualifications.

#### **1. Letter of Transmittal:**

The proposal should be accompanied by a letter of transmittal not exceeding (2) pages, which summarizes the key points of the proposal and is signed by an officer of the firm who may legally bind the proposing firm and is responsible for committing firm resources to complete the proposed services.

#### **2. Statement of Qualifications:**

1. Name of the firm making the proposal.

2. List the names of the individual(s) that will be the primary contact(s) responsible for providing the executive search services for the Trust. Provide the mailing address, telephone, fax, and email address for those individuals.
3. Statement that the individual signing the proposal has the authority to commit the firm to the terms of the proposal.

**3. Statement of Certification:**

The Offeror must include a signed certification that certifies that:

1. Its position as a professional recruitment consultant firm will not create any conflict of interest for the firm or any of its officers or employees to be assigned.
2. It is an equal opportunity employer and does not discriminate against applicants or employees on the basis of color, race, religion, sex, age, disability, national origin, or ancestry.
3. It is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on the firm's ability to serve as a consultant if selected.

Describe reasons for and provide explanations of any deviation from the aforementioned Certifications.

**4. Firm and Staff Qualifications:**

Credentials may be subject to verification. Proposals shall include, but are not limited to, the following, and must be presented in the following order:

1. Describe your firm and its areas of business. Identify ownership and legal organization, and Federal Tax ID Number.
2. Provide the number and location of your firm's offices and the office that will primarily serve the Trust, the number of employees, location of headquarters, and principal place of business if different from the headquarters. State the number of offices and employees located in the State of Texas.
3. Provide a list of each person on the project team for this assignment; include their name, title, address, and telephone number, relevant experience, and professional qualifications. Provide their role and specific responsibilities in the assignment.
4. Describe your firm's experience, qualifications, and firm resources to perform the tasks identified in the scope of services.
5. Describe how many executive searches your firm has conducted in the last 5 years for the position of Executive Director of a public pension Fund, and how many of those searches ended in finding and hiring an Executive Director as a direct result of the search activities of your firm.
6. Describe any particular, unique, or creative techniques that your firm can implement in recruiting qualified candidates for the position of Executive Director.
7. Describe your firm's equal employment opportunity, non-discrimination policies, and certifications.

**5. Response to Scope of Services:**

1. Describe your process for review of the current job description for completeness and reasonableness.
2. Describe your process for working with the Committee to complete a position analysis to ascertain that the Trust's desired training, experience, and characteristics of candidates are appropriate for the position.
3. Explain your firm's process to identify potential job applicants.
4. Describe how your firm would advertise the position for recruitment of applicants to include advertising avenues and related costs.
5. Explain how your firm will develop the job posting language and the placement of the job announcement on the Trust's web page.
6. Explain the initial resume review and screening process of applicants.
7. Provide an example of a monthly progress report regarding the recruitment process.
8. Describe how you will prepare interview questions, provide a summary of candidates for interviews, and attend any interviews, if requested by the Committee.
9. Describe how your firm prepares and delivers final written and oral reports to the Board regarding the search process and results.
10. Perform and report background checks on candidates selected for interviews.
11. Provide compensation and benefit package recommendations.

**6.1 Project Fees, Cost, and Price:**

The Trust is only interested in awarding a contract with a fixed fee. The proposed fee should include costs of each and every kind for which the firm would like to be compensated. No additional fees will be considered or paid. Failure to provide one fixed fee for the proposed services may disqualify the Offeror from consideration. **Fees quoted must remain in effect for 90 days from the submittal due date on page 1.**

**6.2 Project Fees, Cost and Price:**

What is the cost, if any, should the recruitment not result in a successful hire and a second recruitment becomes necessary?

**7. Appendix Items:**

1. Provide up to three references of public sector clients that your firm provided executive search services to since January 1, 2021, that may be contacted by the Trust during the RFP process. Include the client's name and contact person (title, address, telephone number, and email address).
2. Please list the number of executive searches for public pension funds during the past three years.
3. Please provide how many searches were performed for public clients during the past three (3) years, and how many of those searches were successful in recruiting an applicant who was employed by your client.

**Section III- Contract Terms and Conditions identified as “Exhibit B”:**

- 1. Please review the attached draft contract and enumerate any amendments your firm would require in order to execute the same or similar agreement.**

The Offeror’s response to this Request for Proposal (RFP) will be made part of a resulting contract with the Trust. Contract Terms and Conditions substantially in the form contained herein will be included in the contract between the Trust and the successful Offeror. In this Section, “Offeror” is referred to as “Contractor.”

- 2. Contractor shall present proof of general liability insurance in the amount of at least one hundred thousand dollars.**



The role of the City of El Paso Employees Retirement Trust is to provide secure retirement benefits, quality information concerning those benefits, and prompt professional and courteous service that meets the highest standards of excellence. In carrying out that role, the Board of Trustees and staff are committed to act for the exclusive benefit of the Trust and its participants, manage assets of the Trust prudently, and administer benefits with impartiality.

## **POSITION DESCRIPTION**

### *Executive Director*

## **JOB DESCRIPTION**

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### **Summary**

The Executive Director, under the general direction of the Board of Trustees, is responsible for the daily management of the Trust and ensuring compliance with board directives and bylaws, and state and federal laws.

### **Essential Functions**

- Plan, develop, coordinate, and evaluate the methods, procedures, and programs required in the administration of the pension plans
- Continually review and update the strategic goals of the Trust and its compliance with State and local laws
- Serve as Secretary to the Board of Trustees; attend and participate in board meetings; prepare all meeting-related correspondence; compile information for agenda items and ensure that all information presented to board is complete and accurate
- Implement directives and policies of the board
- Communicate with external service-providing agencies and City administration and plan members
- Certify benefit payments, contribution refunds, and expense payments
- Report regularly to the Board of Trustees
- Keep the Board of Trustees informed on pending changes in legislation that could affect the administration, funding, and operation of the pension plans
- Identify issues that require board consideration and action
- Manage departmental staff, ensuring that they are suitably trained, assigned work, and have appropriate goals
- Manage all administrative processes, including but not limited to, purchasing, claims, budgeting, and personnel procedures
- Advise the board on matters that may impact the fund, including performance of money managers and consultants
- Review Trust investments, working with the Trust's investment consultant and custodial bank to monitor accounting issues
- Review and update investment guidelines as necessary
- Develop and maintain financial records; compile and report on income, disbursement, and operational expenses; maintain detailed administration and budgeting files using a computer-based system
- Liaise with agencies, money managers, consultants, and the Board's legal counsel as necessary regarding matters affecting pension plan administration
- Administer pension benefits and maintain active and retired member records
- Perform and certify benefit calculations for normal, early, and disability retirements and deaths
- Prepare reports; maintain data for annual actuarial reports; supply data for activity impact studies; update and maintain policy and procedures manuals as necessary; carry out or coordinate special studies for the boards; prepare and file reports with the State Pension Review Board as required by state law

### Essential Functions Cont.

- Prepare and review regular and periodic legal documents, including but not limited to, contracts and qualified domestic relations orders for final approval by the Board's Legal Counsel
- Coordinate with the fund's outside legal counsel on matters affecting the fund's activities
- Advise the Board of Trustees regarding their fiduciary duties
- Plans, assigns, and reviews the work of subordinate personnel and evaluates performance
- Performs all other related duties as required

### MINIMUM REQUIREMENTS/QUALIFICATIONS

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- Bachelor's degree required; advanced degree preferred.
- Five years of experience in the fields of investments, tax, finance, or accounting; public administration experience in the pension/retirement benefits industry preferred.
- Five years supervisory experience managing and directing staff/employees.

### ESSENTIAL SKILLS OF A WELL-QUALIFIED APPLICANT

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- Knowledge of investments, accounting, taxes, pension, and benefit administration (personnel and payroll) systems.
- Ability to review legal documents.
- Knowledge of actuarial valuations, budgets, auditing, and contract compliance.
- Requires strong communication skills, both verbal and written, and an ability to maintain positive, effective relationships.
- Ability to plan, coordinate, and supervise the work of subordinates
- Ability to effectively address work challenges and present statistical and administrative reports in a clear and concise manner
- Must be proficient in Microsoft Office products to include Excel, Outlook, Word, TEAMS, and PowerPoint.
- Must have the ability to learn and use technology used by the Trust.
- Strong organizational skills, problem-solving skills, and the ability to use independent judgment.
- Ability to work independently and in a team environment.
- Strategic thinker and planner.
- Ability to manage multiple tasks and achieve deadlines under pressure.
- The ability to work with and handle confidential documents.
- Ability to travel is expected.

### ADDITIONAL KNOWLEDGE AND STRENGTHS

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- Knowledge of institutional investments, taxation, and working with a board is preferred.

### NOTICE

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In accordance with the Texas Public Information Act, information from your application and or resume may be subject to release to the public.

This is not a Civil Service Position. Successful applicant will be employed by the Board of Trustees of the City of El Paso Employees Retirement Trust as a contract employee. Any applicant currently employed by the City of El Paso will be required to terminate their current employment.

## **EXHIBIT B**

### **AGREEMENT FOR EXECUTIVE SEARCH SERVICES**

This agreement is made by and between the CITY OF EL PASO EMPLOYEES RETIREMENT TRUST (“the Trust”) by its BOARD OF TRUSTEES (“Board”) and SUCCESSFUL Consultants (hereinafter referred to as “Consultant”) (together the Trust, the Board and the Consultant are sometimes collectively referred to as the “Parties”) (the “Agreement”).

WHEREAS, the Trust is a Texas Governmental Pension singularly situated in El Paso, Texas, and

WHEREAS, the Trust issued a Request for Proposals (herein referred to as “RFP”) to which the Consultant responded in 2026, which are attached as Attachment D; and

WHEREAS, Consultant is an executive search firm; and

WHEREAS, Consultant, holds itself out as having highly educated and trained professionals experienced in providing executive search and consulting services to large public and governmental pension plans, is desirous of providing those services for the Board; and

WHEREAS the Board wishes to hire the Consultant under the terms of and effective upon the mutual execution of this Agreement to provide executive search services to the Board for a period commencing \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_, as more fully described herein and as the scope of Consultant’s services at Section 1 below and as more fully described in the attached Attachment A.

NOW, THEREFORE, in consideration of the above recitals, which are considered part of this Agreement and the promises and mutual covenants contained in this Agreement, the Parties agree as follows:

1. The Consultant shall from time to time, as set forth below, allocate such experienced personnel and devote such professional efforts as are necessary for it to carry out its duties under this Agreement in its obligation to perform executive search services for the position of Executive Director as follows:
  - a. Review and analyze the current job description for the Trust's Executive Director and record any changes.
  - b. Review and advise regarding the desired minimum requirements for reasonableness given the current job market.
  - c. Provide methodology for recruiting a qualified group of candidates providing established associated costs.
  - d. Draft job advertisements and notices and place such recruitment materials with media approved by the Board and the Trust's webpage.
  - e. Perform initial review of resumes and provide comments by screening applications.
  - f. Provide progress reports as needed but not less than monthly.
  - g. Coordinate the interview process to include the preparation of applicant summaries and interview questions and attend applicant interviews in El Paso.
  - h. Attend at least two (2) meetings with pension administration staff.
  - i. Provide a release for initial and final background checks of finalist applicants.
  - j. Prepare and deliver a final report regarding the search process.
  - k. Assist with contract negotiations with successful candidate if requested by Board.
  - l. Any other duties listed in the attached **Attachments A** and **B** which are incorporated herein for all purposes. In the event of any conflict between **Attachments A** and **B**, the language in **Attachment A** shall supersede **Attachment B**.

2. Information needed by the Consultant regarding the holdings of the Trust in order for the Consultant to provide the above described evaluations is generally contained in the records of the Trust's custodial bank. Should additional information be needed by the Consultant, the Board shall execute such releases and or instructions to Advisors/Managers as are necessary to secure such information. The Consultant is entitled to reasonably rely on information provided by the Board or its agents and the Consultant will, to the best of its ability, notify the Board of any material discrepancy that it may find.

3. Reporting Requirements:

The consultant will be required to provide written monthly updates to the Committee selected by the Board of Trustees. The consultant will also be required to provide an update via Teams when the search process is at a point when resumes have been submitted and the search process is complete. Finally, the consultant will be required to make at least one trip to El Paso, and all such travel and any and all related costs for the travel should be included in the fixed fee in your proposal. The consultant shall be required to be present in person at a Board meeting to discuss the search process.

4. The Board shall pay the Consultant in accordance with Attachment C attached to this Agreement. The fee shall be paid in two installments in arrears after being properly invoiced.
5. The Consultant certifies that it is professionally qualified as an independent consultant to perform executive searches, specifically for the position of Executive Director of a public pension fund.
6. The Trust represents that the services to be rendered hereunder shall inure solely to the benefit of the Trust and that, under the governing instruments of the Trust the services are

proper and payment for these services under this Agreement are a permissible expense of the Trust and that the Board is authorized to enter into this Agreement.

7. The Consultant represents that it is an executive search firm actively engaged in such business.
8. The Trust assumes all responsibility for ensuring that the Trust complies with all applicable laws with jurisdiction over the Trust.
9. The Consultant will protect the confidentiality of certain information it will receive from the Trust, its staff, and Board and will not disclose any such information to the media or any unaffiliated persons without the Trust's express written consent except (i) incident to a permissible subcontract or service contracts entered into by the Consultant to assist in performing services hereunder, provided such relationship(s) are previously disclosed in writing to the Board, (ii) in connection with an audit or regulatory examination, or (iii) as may otherwise be legally required.
  - a. The Trust acknowledges and agrees that studies, analyses, reports and other materials and information provided by Consultant pursuant to this Agreement constitute proprietary data of Consultant and are being provided exclusively for use by the Trust. The Consultant however also understands that the Trust may be required by law or for statutory compliance purposes, to disclose certain information in such studies, analyses, reports, and other materials and information as well as in order to cooperate with the goals of any trade association of government pension funds or to keep its members adequately informed as well as to inform the Trust's custodians, auditors, counsel, other authorized representatives. The provisions of this section shall survive the expiration or termination of this Agreement.
10. The Trust agrees, to the extent allowed by law, to defend, indemnify, and hold harmless the

Consultant and its affiliates, or any of their officers, directors, shareholders, employees or agents, from and against any and all judgments, damages, expenses, settlements, liabilities, costs, losses and other liabilities of any kind (including reasonable attorneys' and experts' fees and disbursements) ("Losses") that arise out of or relate to this Agreement except where such Losses result from (a) Consultant's bad faith, negligence or willful misconduct in connection with this Agreement, (b) any breach of this Agreement by Consultant, (c) any breach of Applicable Law by Consultant or (d) the inaccuracy or breach of any representation or warranty of Consultant contained in this Agreement.

- b. The Consultant shall defend, indemnify and hold harmless Client from and against any and all Losses that result from Consultant's bad faith, negligence, or willful misconduct in connection with this Agreement.
- c. Any indemnified Party seeking indemnification under this Section shall promptly notify the indemnifying Party in writing of any claim, action, suit, litigation, or proceeding (but the failure to do so shall not relieve the indemnifying Party of any liability hereunder except to the extent such Party has been materially prejudiced therefrom) and shall reasonably cooperate in the defense of such claim, action, suit, litigation or proceeding at the indemnifying Party's expense.
- d. The indemnifying Party may elect, by written notice to the indemnified Party within ten (10) days after receiving notice of such claim, action or proceeding from the indemnified Party, to assume the defense thereof with counsel reasonably acceptable to the indemnified Party. If the indemnifying Party does not so elect to assume such defense, or if the indemnified Party reasonably believes that there are conflicts of interest between the Parties or that additional defenses are available to the indemnified Party with respect to such defense, then the

indemnified Party shall retain its own counsel to defend such claim, action or proceeding, at the indemnifying Party's reasonable expense. The indemnifying Party shall reimburse the indemnified Party for its reasonable and actual expenses incurred under this Section. The indemnified Party shall have the right, at its expense, to participate in the defense of any claim, action or proceeding against which it is indemnified hereunder and with respect to which the indemnifying Party has elected to assume the defense; provided, however, that the indemnified Party shall have no right to control the defense, consent to judgment, or agree to settle any such claim, action or proceeding without the written consent of the indemnifying Party unless the indemnified Party waives the right to indemnity hereunder. The indemnifying Party, in the defense of any such claim, action or proceeding, except with the written consent of indemnified Party, shall not consent to entry of any judgment or enter into any settlement which (i) does not include, as an unconditional term, the grant by the claimant to the indemnified Party and all Persons with rights of indemnification hereunder of a release of all liabilities in respect of such claims or (ii) otherwise adversely affects the rights of the indemnified Party and/or any Persons with rights of indemnification hereunder.

- e. The indemnification provisions set forth herein are solely for the benefit of the indemnified Party and all Persons with rights of indemnification hereunder and are not intended to, and do not, create any rights or causes of actions on behalf of any other third party.
- f. The Consultant shall provide proof of general liability insurance in the amount of at least one hundred thousand dollars.

11. The Board acknowledges and agrees that for all purposes of this Agreement, Consultant shall be deemed to be an independent contractor and shall have no authority to act for or represent the Trust in any way except as set forth expressly herein and shall not otherwise be deemed

to be an agent of the Trust. Nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture, or other relationship among Consultant and the Trust.

12. This Agreement shall commence on the date it has been signed by both Parties. The Board may terminate this Agreement upon thirty (30) days' written notice, with or without cause. The Consultant may terminate this Agreement upon ninety (90) days' written notice, with or without cause. Upon termination of this Agreement Consultant will deliver to the Trust all property and documents of the Trust then in the custody of the Consultant along with any reports or progress reports identifying potential applicants on a computer disc, thumb drive, or other hard data media format to be retained by the Trust and or transferred to any subsequent consultant.
13. No assignment of this Agreement shall be made by the Consultant without the prior written consent of the Board.
14. The Trust may identify the Consultant as providing consulting services in its reporting to any governmental entity, to any trade association, on its website and to its members and the public. The Consultant may identify the Trust as a client of Consultant and may disclose fees paid by the Trust in respect of inquiries from government agencies and from existing or prospective clients.
15. All representations set forth in this Agreement shall be continuing during the term of this Agreement and any agreed upon extension periods, and if at any time any event shall occur that could make any of the foregoing representations incomplete or inaccurate, the Party whose representations are no longer complete or accurate shall promptly notify the other Party of the occurrence of the event causing such incompleteness or inaccuracy.

16. The Parties represent and warrant that they each are duly organized, validly existing and in good standing under the laws of the jurisdiction of their formation and each has full power, authority and capacity, without consent, approval, authorization or order of, or declaration or filing with, any other government, governmental instrumentality or court or other person, to execute and deliver this Agreement and to perform their respective obligations under this Agreement, and that this Agreement has been duly executed and delivered by the Parties and constitutes a legal, valid, and binding obligation of the Parties, and is enforceable against the Parties in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium, and other laws, including but not limited to those affecting the enforcement of creditors' rights.

17. The term of this Agreement shall be for a period of twelve months beginning upon \_\_\_\_\_ and ending on \_\_\_\_\_ no matter the date of final execution by all parties. The parties may extend the term of this Agreement with the mutual consent of the parties. All representations made survive termination or expiration of this Agreement and the termination or expiration of this Agreement, for any reason or no reason, shall not represent a waiver of any rights or remedies previously accrued.

18. This Agreement represents the entire agreement among the Parties, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

19. This Agreement shall not be amended nor shall any provision of this Agreement be considered modified or waived, unless evidenced by a writing signed by the Party to be charged with such amendment, waiver, or modification.

20. In the interest of facilitating Consultant's services under this Agreement, Consultant and the Trust may communicate or exchange data by Internet, e-mail, facsimile transmission, or

other electronic method. Consultant and the Trust will use their best efforts to keep such communications and transmissions secure in accordance with each Party's obligations under applicable laws and professional standards, however, both Parties recognize and accept that neither Consultant nor the Trust has control over the unauthorized interception of these communications or transmissions once they have been sent, and each Party consents to the other's use of electronic devices during the term of this Agreement. If either Party discovers a data security breach involving confidential data of the other, the Party discovering the breach will promptly notify the other Party of the breach and the Parties will work cooperatively to remedy the breach.

21. All notices and other communications under this Agreement shall be in writing, and, shall be:

(i) delivered by hand (with receipt confirmed in writing), (ii) by electronic mail with electronic receipt of confirmed delivery or (iii) by registered or certified mail (return receipt requested), to the address or email address set forth below the Parties' signatures herein or to such other address as either Party shall specify by written notice to the other; and shall be deemed given upon receipt.

22. A Party's performance hereunder shall be excused without liability in the event of any event or contingency beyond such Party's control (force majeure), including but not limited to: foreign or domestic embargoes; acts of God; terrorist acts; the adoption or enactment of any law, ordinance, regulation, ruling, or order directly or indirectly interfering with performance hereunder; technological failure; fires; floods; explosions; strikes; earthquakes and the like.

23. This Agreement shall be governed by the laws of the State of Texas, excepting however any conflicts of law provisions or principals which are expressly waived. Further, Consultant agrees and consents that the venue for resolution of any dispute under the terms of this Agreement shall be in the State or if applicable, Federal Courts, in the County of El Paso,

Texas and in so doing waives any defense to such jurisdiction including but not limited to any claim of forum non-conveniens.

24. In the event of any legal action arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees.

25. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, such provision shall be deemed to be rescinded or modified in accordance with such law, ruling, rule or regulation, and the remainder of this Agreement or the application of such provision shall not be affected thereby.

26. This Agreement may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed in either case by the Parties hereto shall constitute a full and original agreement for all purposes.

IN WITNESS WHEREOF, the Parties here have duly executed this Agreement on

\_\_\_\_\_, 20\_\_\_\_.

CITY OF EL PASO EMPLOYEES RETIREMENT TRUST's  
BOARD OF TRUSTEES

By: \_\_\_\_\_

Its: Chairperson \_\_\_\_\_

Date: \_\_\_\_\_

(Consultant)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **PRE-SEARCH:**

Assist in defining a timeline for the search process.

Review current job description for completeness and reasonableness suggesting any changes based upon job requirements.

Perform a position analysis to determine if they required training, pay and benefits, experience, education and other characteristics of potential candidates are appropriate for the position.

Identify and describe in writing a process to identify potential job applicants.

Identify and describe in writing a suggested recruitment process for applicants including advertising and related costs.

#### **SEARCH:**

Assist with the development of job posting language and the placement of the job announcement on various online sources, including the Trust's website.

Advertise the job by the placement of the job announcements with various trade journals and related associations, i.e. TEXPERS.

#### **APPLICATION REVIEW:**

Perform an initial review of resumes received and screen applications for meeting the minimum qualifications.

Provide a summary of candidates for Committee and Board review of those that met and did not meet the minimum requirements.

Provide advice regarding the response received from the job announcement and if the announcement should be extended or re-advertised.

Act as a liaison with job applicants for attending any interviews.

Prepare interview questions for the Committee or Board and provide input regarding the interviews as may be requested.

Attend interviews in person with the Board or Committee of the Board in El Paso, Texas.

#### **POST INTERVIEWS:**

Provide a preliminary background check on leading candidates as identified by the Committee or Board.

Provide a post-interview written summary of the search process and determination of leading candidates for the Committee's/Board's review.

Attend a meeting in El Paso, Texas, that describes the search and selection process and answer related questions.

**POST SELECTION:**

Provide assistance, if requested, with contract negotiations with the preferred applicant.

Prepare a final written report regarding the search and selection process.

SAMPLE

**ATTACHMENT B**

**PROPOSAL**

SAMPLE

## **ATTACHMENT C**

The Trust shall pay Consultant in arrears, \$ \_\_\_\_\_ in two payments through \_\_\_\_\_, 20\_\_\_\_, for these consulting services. The first payment will be 50 percent of the total fee payable within 30 days of the initiation of work and upon receipt of an invoice. The final payment will be 50 percent to be paid within 30 days of submission of a written final report and the accomplishment of the tables listed in the Scope of Work as identified in section one of the contract and described in Attachment A and receipt of a final invoice. Consultant will be responsible for any and all taxes that may be imposed upon it for the fees paid. If the Agreement is terminated before the end of the term of the Agreement, then any work done since the first payment shall be billed only on a pro-rata basis.

The fee shall include all expenses incurred by Consultant in performance of its services, and accordingly, the Trust will not be obligated to pay expense reimbursements to Consultant relating to routine, out-of-pocket expenses, or overhead charges, including two (2) trips to El Paso, Texas to present and interview candidates with the Board or sub-committee.

In the event the Trust intends to extend this Agreement beyond the initial term, it shall give written notice of such intent.