

Storbeck  Pimentel
& ASSOCIATES

May 31, 2018

[REDACTED]
University of North Texas System
UNT System
1901 Main Street, #756
Dallas, TX 75201

Re: [REDACTED]

Dear Dr. Haggett,

On behalf of Storbeck/Pimentel & Associates, we are pleased to confirm our agreement to conduct the search for a new Vice Chancellor for Facilities. We look forward to our work together.

This engagement letter and the previously submitted proposal set forth our professional fees, expenses, terms, and guarantees for this consulting assignment.

Fees and Expenses

Our professional fee is based on one-third of the placement's first-year compensation with a minimum fee of \$50,000. First year compensation is defined as base salary plus any paid or deferred compensation earned in the first 12 months of employment, such as incentive cash bonus and/or signing bonus, but not including relocation related reimbursement. Our estimated fee for this assignment is \$70,000, assuming the successful candidate receives a salary of \$210,000. After the completion of this assignment, should the actual first-year compensation be higher than the estimated amount, we will adjust the professional and engagement support fees accordingly.



The professional fee will be billed over the first three months of the engagement. At the conclusion of the search, the University of North Texas System will provide Storbeck/Pimentel & Associates with the final term sheet agreed to by the candidate and institution.

Our professional fee does not include our engagement support fee or out-of-pocket expenses incurred on behalf of the University of North Texas System. Our monthly invoices would include the following:

- Out-of-pocket expenses such as candidate and consultant travel, advertising, photocopying, and express mail charges. Additionally, services of a third-party vendor to perform extensive background checks will be arranged through us and billed to the University of North Texas System.
- To cover more difficult-to-track expenses, such as telecommunications and research, we charge an engagement support fee equal to 12 percent of the professional fee. The engagement support fee will be \$8,400 and will be billed in three installments along with the professional fee.

CANCELLATION OF THE ASSIGNMENT

Should the parameters of the position change or the expected timeline vary significantly during the course of the search, Storbeck/Pimentel reserves the right to cancel or renegotiate the contract with a 30-day written notice. In the event that the University of North Texas System is not satisfied with the service provided, the University has the right to cancel the assignment at any time with 30-days written notification.

Should the University of North Texas System cancel this engagement, your only obligation will be for accrued professional fees, engagement support charges, and incurred expenses as of the notification date. However, cancellation during the first month will incur an obligation of one-third of the professional fee, one-third of the engagement support fee, and all incurred expenses.

GUARANTEE

If the placement vacates the position as Vice Chancellor for Facilities within twelve months of their start date, Storbeck/Pimentel & Associates will reinitiate,



& ASSOCIATES

for out-of-pocket and engagement support expenses only, a search for the same position as the original placement. A new professional fee will not be charged. The University of North Texas System is entitled to one replacement search and the search must be initiated immediately following the departure of the placement. However, if the placement resigns as a result of discovery of immoral, illegal, or inappropriate business practices, or because the University of North Texas System has been involved or engaged in activities that would compromise the placement's reputation then Storbeck/Pimentel & Associates will have no obligation to conduct a new search.

EMPLOYMENT OF ADDITIONAL CANDIDATES

If the University of North Texas System offers employment to any of the candidates presented, with the exception of the placement, for a position other than the position of Vice Chancellor for Facilities within one year of the completion of this search assignment, Storbeck/Pimentel & Associates will charge the University an additional fee. The fee for each additional placement will be 25% of each placement's first year compensation.

AFFIRMATION

Storbeck/Pimentel affirms, without reservation, the principles of equal opportunity in employment. Storbeck/Pimentel will not discriminate against qualified candidates for any unlawful reasons, including race, religion, gender, national origin, age, sexual orientation, or disability. Storbeck/Pimentel expects the University of North Texas System to comply with nondiscrimination policies and practices also.

OTHER

All information and material furnished to the University of North Texas System by Storbeck/Pimentel related to candidates must be held in strict confidence, and the University agrees not to use any such information or material other than for the purpose stated herein and as part of the selection process to fill the positions. Further, Storbeck/Pimentel requests that the University of North Texas System not disclose any information or materials to a candidate's current or former employers and co-workers.

The University of North Texas System agrees to reimburse, indemnify and hold Storbeck/Pimentel harmless for any losses, costs or expenses (including

Storbeck/Pimentel & Associates. Inc.
6512 Painter Avenue, Whittier, CA 90601-4518
Phone 562-360-1612 ~ Fax 562-360-1353



& ASSOCIATES

reasonable attorney's fees) Storbeck/Pimentel incurs directly or indirectly as a result of the unauthorized disclosure, communication, use or publication of any such information or material by the University of North Texas System or anyone the University has disclosed such information. Similarly, Storbeck/Pimentel agrees to reimburse, indemnify and hold the University of North Texas System harmless for any losses, costs or expenses (including reasonable attorneys' fees the University incurs directly or indirectly as a result of the unauthorized disclosure, communication, use or publication of any such information or material by Storbeck/Pimentel or anyone to whom we have disclosed such information.

TERM

The term of this agreement shall commence as of the signature date of this document and shall continue for a one year period, unless terminated sooner or extended by the mutual written agreement of the University of North Texas System and Storbeck/Pimentel & Associates.

CONCLUSION

Please date and counter-sign this engagement letter (and add the contact information for invoices) in the spaces provided below and return to Storbeck/Pimentel as soon as possible. After we receive your executed letter, we will engage the full resources of our firm on your behalf.

Enclosed is our retainer invoice in the amount of \$26,133.00 (one-third of the professional fee plus one-third of the engagement support fee). Payment is due upon receipt.

We are delighted to receive this engagement and look forward to working with you and your colleagues on the timely and successful completion of your search for outstanding leadership.

Sincerely,

A large black rectangular redaction box covering the signature area.

A black rectangular redaction box covering the address area.

Storbeck/Pimentel & Associates. Inc.
6512 Painter Avenue, Whittier, CA 90601-4518
Phone 562-360-1612 ~ Fax 562-360-1353

Storbeck Pimentel

& ASSOCIATES

Acknowledgement:

The foregoing terms and conditions are accepted and agreed to.

Addendum attached hereto and incorporated herein for all purposes.

Approved by:

[Redacted signature block]

Signature:

[Redacted signature]

6/20/2018

DocuSigned by:

8DC1E1349D8C447...

Invoices should be sent to:

Name

[Redacted name]

Title

[Redacted title]

Email Address

[Redacted email address]

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System ("UNTS") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS' continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Stonbrook/Dimental & Associates, Inc.

UNIVERSITY OF NORTH TEXAS SYSTEM

DocuSigned by: [Redacted Signature]
Title: [Redacted Title]

DocuSigned by: [Redacted Signature]

Date: 7/9/2018

Date: 6/20/2018