

**CONTRACT EXTENSION FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN
SABINE COUNTY, TEXAS
AND
CHARLIE DROMGOOLE**

WHEREAS, Sabine County, Texas wishes to contract for Economic Development Consulting Services; and

WHEREAS, Charlie Dromgoole wishes to provide Economic Development Consulting Services to the Sabine County, Texas and to assist in the coordination of its local economic development efforts; and

WHEREAS, Sabine County Commissioners Court has approved a contract for Economic Development Consulting Services with Charlie Dromgoole.

NOW THEREFORE:

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

Agreement (the "Agreement") is made this 9 day of JAN, 2023 by and between Sabine County, Texas (the "County") located at 201 Main Street, Hemphill, Texas 75948 and Charlie Dromgoole (the "Consultant") located at 803 Berry Creek, College Station, Texas 77845.

- 1) **Term:** This Agreement shall be for a term commencing on the date above and terminating on December 31, 2023, unless earlier terminated as provide herein. This Agreement may be terminated at any time by either party on thirty (30) days written notice to the other party.
- 2) **Renewals:** This Agreement may be renewed for additional terms of one (1) year by written mutual agreement of the parties.
- 3) **Scope of Work and Performance Standards:** The Consultant's scope of work is attached hereto as Exhibit A and is incorporated herein by reference. These standards and scope shall guide Consultant's performance of services herein. The Consultant shall provide a quarterly activity report to track progress towards achieving the Success Factors in Exhibit A.
- 4) **Fees and Expenses:** Consultation Services shall be invoiced by the Consultant monthly in the amount of \$2,250 per month and shall be paid by the County within 30 days of receipt of the invoice. Consultant shall perform a minimum of forty (40) hours per Month of services to the County. Such monthly fee shall cover Consultant's services. The Consultant shall be entitled to reimbursement of ordinary and reasonable expenses incurred in performing such services, including mileage for necessary travel. Receipts must be provided with itemized invoices. Reimbursement amount shall not exceed \$250 per month unless approved by County Judge or designated representative. Consultant shall be responsible for all taxes and withholdings on such monthly fee and shall provide County with a taxpayer ID number for issuance of a 1099 form.
- 5) **Notices:** Any notice required to be given under this Agreement from either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), or overnight courier. The parties' addresses for notice are: County, Judge Daryl Melton, P. O. Box 716, Hemphill, Texas 75948. Phone 409-787-3543. E-Mail: daryl.melton@co.sabine.tx.us; Consultant, Charlie Dromgoole, 803 Berry Creek, College Station, Texas 77845. Phone: 936-676-0679. E-Mail: charliedromgoole@gmail.com.
- 6) **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Texas.

- 7) **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein, including the Exhibit attached hereto and incorporated herein.
- 8) **Amendments and Waivers:** Changes, modifications, or amendments in scope, price or fees to this Agreement shall not be allowed without a prior formal Agreement amendment approved by the Sabine County Commissioners Court in advance of the change in scope, cost or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.
- 9) **Agreement Administration:** The County Judge or his designee shall be the Agreement Administrator for this Agreement. Charlie Dromgoole shall be the individual performing all matters pertaining to this Agreement for Consultant. While it is understood that many facts pertaining to projects must be held in the strictest confidence, Charlie Dromgoole will insure that the County Judge is kept abreast of details and progress made pertaining to Economic Development prospects considering development in the County to the greatest extent possible. All communications between the parties shall remain and be kept confidential except to the extent made public by the Texas public records laws or required to be disclosed by court order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Charlie Dromgoole ("Consultant")

By: _____

Witness: _____

Sabine County ("County")

By: _____

Daryl Melton, County Judge

Attest: _____

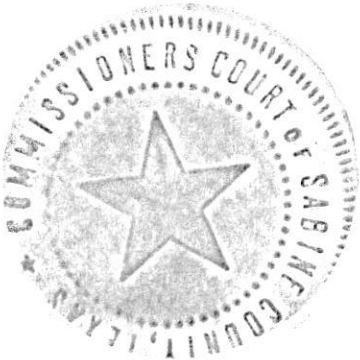


EXHIBIT "A"

SABINE COUNTY ECONOMIC DEVELOPMENT PROGRAM OF WORK Prepared by Charlie Dromgoole

I. Build / Strengthen / Leverage Trade Ally Relationships

- Establish relationships and meet with the DETCOG, Sabine River Authority, Texas Forest Country Partnership, state and federal elected officials and economic development agencies and other key partners on behalf of Sabine County. Serve as a Sabine County representative on the Texas Forest Country Partnership Board of Directors.
- Establish relationships with real estate professionals; civic and business leaders; utilities, banks, educational institutions, architect & engineering firms, contractors on behalf of Sabine County.
- Assist with ED strategy development and identification of opportunities for the Sabine County Economic Development Advisory Council (SCEDAC).
- Communicate and coordinate with all economic development partners and leverage those relationships to create opportunities.
- Consultant's role is to advocate for ED, serve as initial contact BUT, most importantly, facilitate a collaborative team approach.

II. Economic Development Advocacy.

- Work with trade allies and SCEDAC to assess County's economic development strengths and weaknesses.
- Review the development project approval and permitting process for opportunities to streamline, improve efficiency and increase customer satisfaction
- Stay current on all relevant state and local laws, regulations and ordinances and recommend changes, or new legislation, necessary to encourage development.
- Help to build a positive and competitive business environment / Strengthen the Public-Private Partnership / and grow County's reputation as a "Good Place to do Business".

III. Economic Profiling

- Create a Business and Economic Development section for the Sabine County websites to include data and information useful to business attraction.
- List the inventory of buildings and sites in appropriate local, regional and state databases.
- Develop articles and marketing materials for marketing Sabine County for economic development and tourism.

IV. Economic Development Planning, Strategies and Execution

- Work with the SCEDAC to develop and recommend, a mix of both short- and longer-term actionable strategies culminating in a comprehensive 5 Year ED Plan that will enhance:

A. Business Retention and Expansion/Small Business Development

- 1) Create a "business assessment survey", to be completed by local businesses in order to identify issues or needs and facilitate access to assistance and resources that can help.
- 2) Collaborate with assistance and resource providers like Deep East Texas Workforce Solutions, Angelina College Small Business Development Center and others to hold workshops or offer one-on-one assistance (technical, business advisory, financial etc.)

B. Business & Targeted Industry Recruitment

- 1) Based on current market conditions, look for immediate recruitment opportunities. Target uses for vacant commercial and industrial spaces.
- 2) Longer-term, based on community strengths and assets, target opportunities that match up well with assets and the overall vision.
- 3) Create an effective marketing plan using best practices to help promote Sabine County.

C. Tourism

- 1) Serve as the staff person for the Sabine County Tourism Committee, oversee any contractors for the committee, and make recommendations to the committee on project and marketing activities.
- 2) Oversee the development and improvements to the Sabine County Tourism website.
- 3) Collaborate with local businesses and governmental entities to capitalize on Toledo Bend Reservoir, area fishing tournaments, and potential lake developments.
- 4) Work with Sabine River Authority, Texas Forest Trails and Texas Forest Country Partnership to access ways to expand and market tourism.

D. Alternative Funding Sources

- 1) Research the possibility of federal / state grant and incentive programs that support economic development projects (public or private) and determine applicability to Sabine County.
- 2) Assist in developing potential grant opportunities for the County that relate to economic growth.

E. V. Administration

- 1) Work with County Judge, Commissioners Court and the SCEDAC to establish goals and benchmarks to promote accountability.
- 2) Provide Quarterly progress/activity report to County Judge and Commissioners Court.
- 3) Prepare the agenda for the monthly SCEDAC meeting and provide it to the County Judge for distribution. Serve as the moderator for the SCEDAC meetings.