STATE OF TEXAS

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COUNTY OF FORT BEND

#### AGREEMENT FOR CONSULTING - MARKETING & BRANDING SERVICES

This Agreement is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and GOLDEN SHOVEL AGENCY LLC ("Consultant"). The County and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

#### WITNESSETH

WHEREAS, County desires that Consultant provide marketing and branding services which will be more specifically described in this Agreement (hereinafter "Services");

WHEREAS, the Texas County Purchasing Act exempts from competitive bidding contracts that are for a personal or professional services under Texas Local Govt. Code, §262.024 (4) and also exempts contracts for community and economic development made by a county under Texas Local Govt. Code, §262.024 (a) (10) as allowed by Texas Local Govt. Code, §381.004; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for a personal and/or professional service and also one for community and economic development and therefore grants exemption from competitive bidding on both grounds, insofar as any competitive bidding statute might apply; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

#### **AGREEMENT**

# Section 1. Scope of Services

- A. Consultant shall render Services in accordance with Exhibit A to this Agreement.
- B. Services shall be performed subject to the direction of the Fort Bend Director of Economic Opportunity & Development.

## Section 2. Personnel

A. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required

- under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

# Section 3. Compensation and Payment

- A. Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and nineteen thousand and five hundred dollars and 00/100 (\$119,500.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. Consultant understands and agrees that the Maximum Compensation stated is an all inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Consultant based on the following procedures:
  - 1. Consultant shall invoice County by submitting two (2) original copies of invoices for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

#### **Section 4. Limit of Appropriation**

- A. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred and nineteen thousand and five hundred dollars and 00/100 (\$119,500.00) specifically allocated to fully discharge any and all liabilities County may incur.
- B. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or

interpretations thereof exceed one hundred and nineteen thousand and five hundred dollars and 00/100 (\$119,500.00).

# Section 5. Term

This Agreement is effective as of the date fully executed through December 30, 2025, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

## Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time by providing Consultant with thirty (30) days' written notice.
- B. Termination for Default: County may terminate this Agreement, in whole or in part, if:
  - i. Consultant fails to perform services within the timeframe specified in the Scope of Services or any written extension granted by County.
  - ii. Consultant materially breaches any terms or conditions of this Agreement, fails to perform any provision, or fails to make sufficient progress to ensure timely performance, and does not cure such breach or failure to County's reasonable satisfaction within ten (10) calendar days of receiving written notice from County.
- C. Determination of Default: If, after termination, it is determined that Consultant was not in default or that the default was excusable, the termination will be treated as a termination for convenience under Section A.
- D. Compensation Upon Termination: Upon termination, County will compensate Consultant for services performed prior to termination that have not been previously invoiced, in accordance with the payment procedures outlined in Section 3. Consultant's final invoice will be submitted and paid as described in Section 3.
- E. Limitation of Liability: If County terminates this Agreement for default, Consultant will not be entitled to any fees other than those due and payable as of the termination date
- A. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

# Section 7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

# Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

## Section 9. <u>Inspection of Books and Records</u>

Consultant will permit County or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

# Section 10. Insurance

- A. Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property

- damage and products/completed operations arising out of the business operations of the policyholder.
- 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Consultant shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability.

## **Section 11. Indemnity**

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

# Section 12. Confidential and Proprietary Information

- A. Consultant recognizes the highly sensitive nature of the County's information. Consultant agrees to maintain the confidentiality of all County Confidential Information with the utmost care, similar to attorney-client privilege, though no such relationship is created. This obligation extends indefinitely, even after this Agreement ends. Consultant will not disclose Confidential Information to any third party without the County's prior written consent, except as specifically noted in the "Exceptions" section.
- B. "Confidential Information" includes any and all information, regardless of format, that Consultant learns or receives related to the Contract Services.
- C. Consultant agrees to these enhanced obligations for handling Confidential Information:
  - 1. No Disclosure: Consultant will not disclose Confidential Information to any third party, including employees, agents, or subcontractors, without the County's prior written consent.
  - 2. Limited Use: Confidential Information will be used solely for the purpose of performing the services outlined in this Agreement.
  - 3. Duty of Loyalty: Consultant owes a duty of loyalty to the County regarding the protection of Confidential Information.
  - 4. Protection: Consultant will implement and maintain the highest security measures to protect Confidential Information from unauthorized access, use, or disclosure.
  - 5. Return of Information: Upon termination or at the County's request, Consultant must immediately return all Confidential Information (including electronic copies) without retaining any copies, and provide written certification of return or destruction.
- D. Confidentiality obligations do not apply to information that:
  - 1. Is required to be disclosed by a final, non-appealable court order. In such cases, Consultant must:
    - a. Immediately notify the County in writing.
    - b. Cooperate with the County to obtain a protective order.
    - c. Disclose only the minimum information required.
    - d. Is or becomes publicly known (unless due to Consultant's disclosure).
    - e. Was rightfully in Consultant's possession without a nondisclosure obligation before this Agreement.
    - f. Is independently developed by Consultant's employees or agents who had no access to the Confidential Information.
  - 2. The County is entitled to seek immediate injunctive relief, specific performance, or other equitable remedies to prevent any unauthorized disclosure. The County may also recover all damages, including consequential damages, lost profits, and attorneys' fees, resulting from any breach of this Confidentiality Clause. Consultant acknowledges that a breach would cause irreparable harm to the County, for which monetary damages alone are insufficient. Consultant agrees these covenants are necessary and reasonable for protecting the County's legitimate business interests.

E. Consultant acknowledges that the County is subject to the Texas Public Information Act (TEX. GOV'T CODE ANN. §§ 552.001 et seq.). The County will release information related to this Agreement to third parties as required by this Act. Proprietary or confidential information marked as such by Consultant will not be disclosed to third parties unless directed by the Texas Attorney General in response to a public information request. The Act provides for notice to the owner of such marked information and an opportunity to explain why it should not be disclosed. The terms and conditions of this Agreement are not proprietary or confidential information.

# **Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.
- B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
- C. County acknowledges that Consultant participates in, advises, and/or manages entities which may compete and conflict with County's economic development interests. Notwithstanding such competing interests and potential conflicts, County acknowledges and agrees that such competition and conflicts are inherent and unavoidable, that the benefits which County receives by obtaining the services from County outweigh the potential for such conflicts and that Consultant may continue to participate, advise, and/or manage such competing interests.

## Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County

Attn: Purchasing Agent 301 Jackson, Ste. 201 Richmond, Texas 77469

With a copy to: Fort Bend County

Attn: Director of Economic Opportunity & Development

301 Jackson

Richmond, Texas 77469

Consultant:

GOLDEN SHOVEL AGENCY LLC 43 EAST BROADWAY ST 104 LITTLE FALLS, MN 56345

ATTN: Ron Kresha

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
  - If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

## **Section 15. Compliance with Laws**

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

# **Section 16. Performance Warranty**

A. Consultant warrants to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care

- and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Consultant warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

# Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Consultant are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

# Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

# Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

## **Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

# Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

## Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

# Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

# Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

**Section 25.** <u>Certain State Law Requirements for Contracts</u> For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas

Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

# Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

## Section 27. <u>Entire Agreement</u>

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties I names to be signed to multiple counterparts 2025.	hereto have signed or have caused their respective s to be effective on the day of,
FORT BEND COUNTY	GOLDEN SHOVEL AGENCY LLC
KP George County Judge	John Marshall Authorized Agent- Signature
ATTEST:	John Marshall
	Authorized Agent- Printed Name Partner/Owner
	Title
	6/13/2025
Laura Richard, County Clerk	Date

APPROVED:		
(D)		
Carlos Guzman Director Economic Opportunity & Development		
AUDI	ITOR'S CERTIFICATE	
I hereby certify that funds are ava pay the obligation of Fort Bend County u	· · · · · · · · · · · · · · · · · · ·	to accomplish and
	Robert Ed Sturdivant, C	ounty Auditor

# Exhibit A

# MARKETING & BRANDING STRATEGY PROPOSAL





# Select Fort Bend

Jackie Wehring
Assistant Director of Economic Development

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# **EXECUTIVE LETTER**

Dear Ms. Wehring,

Golden Shovel Agency is pleased to present this proposal for the development of Marketing and Branding Services for the Economic Opportunity and Development Department for Fort Bend County. Our approach will unify the municipalities of Fort Bend County under a single, distinct economic development identity that will allow the County to create a strong brand identity with the site selection and business communities. Our scope of work includes:

- Community Audit & Analysis
- **Brand Strategy Development**
- Messaging & Content Creation
- Marketing Strategy & Implementation

Founded in 2009, Golden Shovel Agency is a full-service firm that exclusively supports economic development, chamber, and tourism organizations. Over the past 16 years, we have worked with more than 36 Texas communities (and 300 communities across the nation), helping them strengthen their economies through tailored strategic initiatives. With a 95% client retention rate, our success is built on delivering results that keep communities competitive.

John Marshall will serve as your primary contact for this project and can be reached at (651) 353-6655 or jmarshall@goldenshovelagency.com. We look forward to the opportunity to collaborate with you and make a meaningful contribution to your community's economic development success.

Best regards,



# GOLDEN SHOVEL & OUR TEAM

# WHY GOLDEN SHOVEL: WE DO IT BEST!

Golden Shovel Agency was built to support the needs of economic developers. We are a full service web development, strategy, communications, PR and marketing firm. Our proprietary technology and digital tools allow us to support the unique attraction and retention needs of economic development organizations.

Golden Shovel Agency is uniquely positioned to lead this initiative due to our exclusive focus on economic development and our extensive experience working with communities across the country. We bring:

- A 95% client retention rate, demonstrating our commitment to long-term success.
- Experience working with over 36 economic development organizations in Texas, providing deep insight into the state's economic landscape.
- A strong presence at TEDC conferences, where we regularly present on key topics such as community differentiation, marketing, business and talent attraction strategies.
- A team of industry experts dedicated to delivering impactful economic development branding, messaging, and marketing solutions.



Years in **Business** 

Completed

Client Retention Rate

Members

Years Average **Employee Tenure** 

**Faster Website Launch Times** 

# WHY GOLDEN SHOVEL: AWARD-WINNING CAMPAIGNS & CLIENT SUCCESS

Golden Shovel Agency is a thought leader who speaks at educational seminars and conferences throughout North America. Our economic development websites and campaigns win awards from organizations like IEDC.

# **AWARDS WON**













Our passion is empowering economic developers and community leaders to strengthen their communities and make a positive, lasting impact. Recent (2024) success stories include:

- Falls City, NE attracted a \$5 billion Cintroniq project
- Montgomery County Action Council attracted talent to rural Kansas
- Bergen County, NJ's strategy brought stakeholders together to develop a film sector
- Roswell-Chaves County became the new home of the Reno Air Show
- Covington County attracted McDermott Aviation's HQ to their airport



# **OUR TEAM: GOLDEN SHOVEL AGENCY STRATEGY TEAM**

Our team members have an average of 15+ years industry experience with backgrounds that include: Elected officials, chamber, tourism and economic development leadership, Fortune 500 leaders, and startup experience. Our unique skills merge data collection and analysis with stakeholder engagement and marketing plan creation & implementation.



**Bethany Quinn** President

Quinn leads GSA's operations. She is a regular presenter at TEDC & SEDC and has led the creation of GSA's Resource Learning Library to educate economic development professionals. She has completed over 30 strategic planning projects for economic development organizations.



**Deanna Morrow** Project Manager

Morrow's background in economic development includes strategic planning & program management for the Montana World Trade Center, Wavteg, the Greater Houston Partnership, and Entergy where she her research and analysis directed utility expansion.



Alissa Sklar, Ph.D. Strategy & Marketing Consultant

Dr. Sklar is a global consultant who has held leadership roles at the Financial Times and Research FDI where she helped economic developers create & implement growth strategies. She co-authored Economic Development Marketing & Priorities, and taught at Concordia and McGill universities.



Lance Devreaux Jackson Strategy Consultant & Copywriter

Jackson brings extensive expertise in investment attraction, serving as an International Investment Specialist for SelectUSA, a policy and program manager at the East-West Center, and a data analyst. His FDI experience working with the first Pres. Trump administration makes situates him to advise on trade & diversification strategies today.

# **OUR TEAM: GOLDEN SHOVEL AGENCY MARKETING TEAM**



Chuck Friedbauer
Director of Content
Management

Chuck Friedbauer leads Golden Shovel's copywriting team. He and his team are passionate about telling community stories in a powerful way that leads to engagement. Prior to joining Golden Shovel, he had 13 years of experience as a journalist and content writer.



Erica Franks Gatekeeper Client Manager

Erica Franks' experience is as a Marketing Specialist focused on SEO and Google Ad Grants for nonprofits. She holds certificates in Email Marketing and Project Management. Erica excels leading stakeholder engagement efforts and is passionate about helping communities grow.



Darren Varley
VIce President Creative
Development

Darren Varley has been with Golden Shovel Agency since 2011, previously serving as Web Designer and Lead GateKeeper Representative. With a Bachelor's Degree in Art and over 25 years in marketing as a Graphic Designer and Creative Director, Darren excels in client relations, project management, and creative services.



Audrey Anderson
Director of Marketing

Anderson has over 5 years of economic development experience. She is a Certified Digital Marketing Professional, Professional Certified Marketer, HubSpot, SEO, LinkedIn and Google certified. She leads GSA's marketing team, driving real results for our clients.

# THE PLAN

# PROPOSED DELIVERABLES: UNITING DIVERSE STAKEHOLDERS UNDER A SINGLE ECONOMIC DEVELOPMENT IDENTITY

Golden Shovel Agency understands the challenge of creating a unified identity that reflects the diverse interests of multiple municipalities. We have extensive experience bringing stakeholders together across cities, counties, and regions. Our team is well-equipped to bring Fort Bend County's cities, towns, and census-designated communities together through stakeholder meetings, focus groups, and plan presentations.

Recent multi-community projects include:

- Economic Alliance of Skagit County (8 towns/cities and 4 tribal communities)
- Heart of Texas Council of Governments (6 counties)
- Bergen County, NJ Marketing & Target Industry Strategy (70 municipalities)
- AdvanceCT website & marketing promotion (169 municipalities)
- Caribbean Association of Investment Promotion Agencies marketing strategy & website (23 member countries)

**INVEST WHERE EVERYONE** WANTS TO LIVE - THE CARIBBEAN!



# THE FOUNDATION: A COMPREHENSIVE BRANDING & MARKETING PLAN

Golden Shovel Agency takes a strategic and comprehensive approach to preparing communities for economic growth. We are driven by the idea that a community cannot be everything to everyone, so organizations must identify and embrace best-fit opportunities. Simultaneously, your target audiences and community members have specific needs and desires for themselves and their families. Understanding them and planning for how to meet those needs is foundational to developing a cohesive brand, actionable marketing plan and implementation strategy.

The deliverables for this project will include:

- Community Audit & Analysis
- Brand Strategy Development
- Messaging & Content Creation
- Marketing Strategy

The following pages will provide additional details on each deliverable and our process for completing them.

# PROPOSED DELIVERABLES: COMMUNITY AUDIT & ANALYSIS

Golden Shovel's Community Audit & Analysis is designed to be an authentic representation of how the community sees itself, its current market positioning, unique assets, and opportunities, along with a reflection of the challenges the county faces and how to overcome them. This foundational work is necessary for developing a cohesive identity to enhance business recruitment efforts. In addition to a full report on stakeholder engagement, the report generally includes:

# Community Audit & Analysis

- **SWOT Analysis:** A countywide Strengths, Weaknesses, Opportunities, and Threats analysis, identifying internal and external factors that could impact economic growth. This SWOT analysis will also be broken down by community an essential component for ensuring that economic development marketing and activities are directed towards the best-fit community within the county.
- Market Analysis: Trends in key industries, competitive positioning, and market positioning among target markets.
- Target Audience Research: What your target audience's needs and concerns are, and how Fort Bend County can meet those needs.
- Review of Current Efforts: Review existing strategic plan. Assess existing economic development efforts, perceptions, and brand recognition.
- **Economic Baseline:** Current economic conditions, including demographics, employment statistics, industry sectors, and economic performance. Data will be gathered at the countywide and individual community level.

# COMMUNITY AUDIT & ANALYSIS PROJECT EXAMPLES



# PROPOSED DELIVERABLES: BRAND STRATEGY DEVELOPMENT & LOGO DESIGN

We'll work with you to create a visual brand that reflects Fort Bend County's unique personality and sets you apart from the competition. The brand will be established after receiving extensive stakeholder feedback to ensure buy-in and successful brand adoption throughout Fort Bend County's business and investment attraction efforts.

Golden Shovel Agency's team of graphic designers understand the nuances of economic development and the need to unite diverse community stakeholders under a singular vision. With a passion for uncovering unique and defining community characteristics, they develop organization and campaign brands that stand the test of time.

The branding process begins with a research phase and stakeholder engagement. Surveys are sent to organization team members and community leaders to determine how the organization sees itself, defining community features, and where the community is going. These answers inspire our graphic design team as they create branding and logo concepts for client consideration.

Our graphic design team works closely with clients to select and refine options until one has been selected and colors chosen. Simultaneously, Golden Shovel's content team generates tagline options for use with the logo, refining them until a complete brand has been created.

As a final deliverable, clients receive a brand style guide that includes the logo design, typography, color palettes, etc. can be referenced and leveraged by the organization and strategic partners.

#### Deliverables Include:

- Logo design and variations
- Color palette
- Typography
- Graphic design elements
- Comprehensive brand style guide
- Creation of a unified identity under the "Select Fort Bend" brand.
- Development of a compelling value proposition that differentiates Fort Bend from competing regions.



# PROJECT EXAMPLES: BRANDING























# PROPOSED DELIVERABLES: BRAND KIT

Golden Shovel Agency will develop a brand kit for use by Select Fort Bend and community partners.

Golden Shovel Agency will develop a brand kit for Select Fort Bend to use in business, investment and talent attraction efforts.

#### **Potential Brand Kit Assets:**

- Brand Materials
- Social Media Posts
- Social Media Graphics
- Printable Marketing Materials (posters, flyers, etc.)
- Promotional Products
- Tradeshow Banners
- More!



# PROPOSED DELIVERABLES: MESSAGING & CONTENT CREATION

Golden Shovel Agency understands that effective messaging is the key to attracting businesses, investors, and talent to Fort Bend County. Our team specializes in crafting content that highlights the community's unique value proposition and resonates deeply with target industries. We develop strategic messaging that makes prospects feel understood, welcomed, and confident that Fort Bend is the right place for them to grow and succeed.

By leveraging in-depth research, stakeholder insights, and industry expertise, we will create compelling narratives that position Fort Bend as a premier destination for economic opportunity. Our content strategy ensures that every message—whether through the website, marketing materials, or digital campaigns—effectively engages and inspires action.

#### Content Deliverables Include

- Brand tagline development
- Website content strategy
- Campaign concepts
- Content for site-selection focused events
- Develop core messaging pillars tailored to target audiences (businesses, investors, workforce, and site selectors).
- Craft compelling content, including website copy, press releases, and social media narratives.
- Ensure alignment with Fort Bend County's strengths, growth sectors, and community priorities.

Our content team offers something incredibly unique - economic development expertise. Our understanding of the industry ensures that the Fort Bend team doesn't need to "educate" content writers on economic development or the needs of target audiences.

# PROPOSED DELIVERABLES: MARKETING STRATEGY & IMPLEMENTATION

Golden Shovel Agency will take the insights gained through stakeholder engagement and the research phase to develop a comprehensive two-year marketing strategy designed to position Fort Bend County as the destination of choice for business investment and families building their future. Our approach will provide clear, actionable steps to ensure sustained impact and measurable results.

The marketing strategy will include specific recommendations for how to effectively reach target audiences through a combination of strategic channels, including social media campaigns, digital advertising, content creation, public relations, and participation in trade shows. We will outline the most effective platforms, messaging approaches, and content types to engage businesses, investors, and workforce talent. Additionally, we will develop a marketing calendar to guide implementation, ensuring consistency and alignment with Fort Bend's economic development goals.

#### Deliverables Include:

- Website content strategy
- Campaign concepts
- 2-year marketing plan



# OUR PROCESS

# PROVEN EXPERTISE BRINGING COMMUNITIES TOGETHER TO CREATE A SINGULAR VISION

One of the greatest challenges Fort Bend County will face in this project is bringing stakeholders together who have diverse needs, expectations, and goals. The stakeholder engagement process, led by Golden Shovel Agency, will be key to the initiatives success. People who participate in development the brand and marketing plan will be more likely to adopt and support it. We create evangelists through the stakeholder engagement process.

Our process begins with an initial strategy meeting where we work closely with the Fort Bend County team to define your goals, challenges, and key priorities. This conversation ensures that our efforts are focused on what truly matters in reshaping your community's brand and planning for the future.

From there, our expert team conducts a two-pronged research approach simultaneously in order to validate findings.

#### Communications & Stakeholder Engagement

- Digital surveys designed for select stakeholders, the broader community, or both. Surveys are promoted through email, social media, and printed materials with QR codes.
- One-on-one interviews with key stakeholders to gain insights into the community, its opportunities, and assets (done at the countywide and individual community levels)..
- In-person stakeholder engagement sessions that include small group meetings, focus groups, and large community meetings as appropriate.

#### Market & Competitive Research (see previous slides for deliverables)

- In-depth research into the community's economic landscape, competitive positioning, and target audience behaviors.
- Analysis of peer and competitor communities to identify differentiators and strategic opportunities.



# OUR PROCESS IS METHODICAL & COMPREHENSIVE

GSA's strategy team will lead these efforts with support from the design, content and marketing teams.. Upon kicking off the project, we will commence working, following the below plan and timeline. GSA will meet with you every other week to provide status updates. Meeting dates and deadlines may be adjusted per the County's request.

#### Phase 1: Assessment of Current Plans & Data Gathering (Weeks 1-4)

## Step 1: Document Collection & Initial Review

- Gather all relevant economic development plans, including any previous strategies, infrastructure plans, and past workforce reports.
- Conduct a high-level review to identify previously set goals, completed initiatives, and gaps needing attention.
- Identify stakeholders for participation in Phase 2.

## Step 2: Data Gathering & Analysis

- Collect and analyze key economic indicators, including employment trends, industry performance, real estate data, and demographic shifts.
- Benchmark your community's economic position against comparable communities.
- Conduct an analysis to identify high-growth industries and sub-sectors with the most opportunities for growth.
- Utilize GIS mapping and spatial analysis to assess business density, infrastructure accessibility, and potential development zones.



# **OUR PROCESS: STAKEHOLDER ENGAGEMENT**

Stakeholder Engagement: Offering Stakeholders 3 Unique Ways to Participate

Phase 2

Step 3: Initial Stakeholder Survey & Interviews (Weeks 5 - 8)

- Publish a digital survey to provide stakeholders with a convenient way to participate in the strategic process.
  - Flyers with QR codes will be provided and can be posted at community venues (grocery stores, etc). Digital versions can be shared on social media and through newsletters. Flyers can be translated per request.
  - Everyone who participates will be entered to win 1 of 4 gift cards to promote engagement
- Conduct one-on-one virtual interviews with key officials, economic development leaders, and industry representatives. They may choose to participate in focus groups instead. We estimate that approximately 20 people will participate in one-on-one interviews.
- Use discussion to identify (and validate data on) current challenges, opportunities, and evolving priorities within the economic landscape.

# Step 4: Focus Groups and Public Meetings

- Golden Shovel representatives will travel to your community to host in-person meetings.
- Organize in-person focus group meetings. Meetings will be held with business representatives, residents, county leaders, leaders from individual communities, real estate professionals, utility representatives, and community organizations.
- Host a public meeting and listening session to gather broad-based community input. This will be an evening meeting to ensure participation among diverse stakeholder groups who would not have been identified for participation in the smaller focus groups.
- Use discussion to identify (and validate data on) current challenges, opportunities, and evolving priorities within the economic landscape.

# PROPOSED DELIVERABLES: ECONOMIC DEVELOPMENT STRATEGIC PLAN

Phase 3: Economic and SWOT Analysis (Weeks 9 - 12)

To provide a robust foundation for strategic recommendations, Golden Shovel Agency will conduct a regional economic and competitive analysis that benchmarks your community's economy against peer communities of similar size, industry composition, and growth trends. This analysis will include:

- Comparative Benchmarking: We will identify and analyze key economic indicators—such as employment trends, business growth, and workforce composition—across communities that share similar geographic, demographic, or industry profiles. This will help assess your relative strengths and competitive positioning within the region.
- Industry Cluster Analysis: Using economic data and GIS mapping, we will evaluate your industry composition, identifying growth
  sectors, emerging opportunities, and potential areas for diversification. This will include an assessment of workforce availability and
  alignment with employer demand.
- Market & Business Climate Assessment: Our team will examine business attraction and retention factors, including infrastructure readiness, tax policies, and incentives that impact investment decisions.
- Data-Driven Policy Recommendations: The findings from this analysis will directly inform actionable policy recommendations, ensuring that your economic development strategies are aligned with regional trends, workforce realities, and investment opportunities. These insights will guide decisions on infrastructure investments, business recruitment efforts, and workforce development initiatives.

Phase 3: Economic and SWOT Analysis (Weeks 9 - 12)

#### Step 5: SWOT Analysis Development

- Compile stakeholder input and economic research to draft a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis.
- Validate findings through discussions with key stakeholders.
- Use comparative benchmarking to assess your competitive advantages and areas for improvement.
- Identify policy and infrastructure gaps that could impact economic growth, using data-driven insights to inform recommendations.

#### Step 6: Opportunity Identification

- Assess your community's economic assets.
- Identify specific opportunities for investment and economic growth.
- Recommend specific steps that can be taken to benefit from the current administration's trade policies.
- Identify areas for economic diversification.

Phase 4: Draft Strategic Recommendations (Weeks 13 - 16)

#### Step 7: Integration With On-Going Plans

- Identify relevant elements from previous plans that align with the community's economic development goals...
- Incorporate these elements into the overall strategic framework to ensure a cohesive approach that enhances community assets, cultural initiatives, and tourism growth.

#### Step 8: Development of Unique Value Proposition & Brand

- Develop a Unique Value Proposition that accurately reflects Fort Bend County's assets and opportunities, across the county holistically and for each individual community.
- A unified, recognizable economic development brand for Fort Bend County, built on a solid strategic foundation.
- Create clear, compelling messaging and branding that resonates with target audiences and strengthens the county's economic appeal.

Phase 4: Draft Strategic Recommendations (Weeks 13 - 16)

Implementation Framework

Step 9: Action Plan Creation

- Develop a step-by-step action plan outlining specific tasks, responsible parties, and timelines.
- Assign short-term, mid-term, and long-term implementation goals.

#### Step 10: Performance Tracking and Metrics

- Establish key performance indicators (KPIs) to monitor progress on economic development initiatives.
- Develop a dashboard to track data and report outcomes to stakeholders.

Phase 5: (Weeks 17-22)

Final Deliverables Created

#### Step 13: Initial Draft and Internal Review

- Compile findings, strategies, and implementation plans into a draft document.
- Distribute draft to city officials and stakeholders for feedback.

#### Step 14: Brand Logo, Messaging & Kit Development

- Delivered to Select Fort Bend team for initial review and feedback
- Edits made based on comments

#### Step 15: Public Presentation and Refinements

- Host a public session to present findings, brand identity, and messaging.
- Incorporate community feedback.
- Revise drafts to address concerns and incorporate final stakeholder input.

Final Deliverables (Weeks 22 - 24)

Final Plan and Presentation

Step 15: Plan Finalization and Distribution

- Deliver the final strategic plan in digital and print formats, complete with an executive summary.
- Provide recommendations for periodic updates to keep the plan relevant and actionable.

#### Step 16: Stakeholder Presentation

- Present the final strategic plan to key stakeholders, outlining next steps for implementation.
- Establish a review framework for continuous monitoring and plan adjustments based on economic shifts and new opportunities.

#### Phase 6: Ongoing Support

Golden Shovel Agency is available to provide ongoing implementation and monitoring support to Select Fort Bend. These services will be discussed and agreed upon in the future, as Select Fort Bend is ready to execute on the strategic marketing and positioning recommendations.

#### Stakeholder Collaboration:

- **Performance Tracking & Monitoring Tools:** Key Performance Indicators (KPIs): We will develop a set of measurable metrics to track economic progress, such as business expansion rates, workforce participation, and infrastructure development.
- Ongoing Support: Golden Shovel Agency has the expertise to develop an economic development website for Select Fort Bend in addition to managing a full marketing campaign to support business and investment attraction efforts.
- Annual Review Process: We will establish a structured review framework, including periodic progress meetings and an annual strategy update session to refine priorities based on changing economic conditions.

By embedding these mechanisms into the plan, the community will have a structured, data-driven approach to executing its economic development strategy and Golden Shovel's support in adjusting course as needed

## OUR IMPACT: THE COMMUNITIES GOLDEN SHOVEL WORKS IN

Golden Shovel's economic development clients are located primarily in the United States but extend into Canada, the Caribbean and Africa. We empower rural and metropolitan EDOs, city governments, counties, regions, and statewide organizations to promote their communities and attract the investment, businesses, and talent they need to thrive.



#### Our Services Are Award-Winning & Impact-Making:

- Strategies
- Websites
- Digital ad campaigns
- Videos
- Public relations campaigns
- Social media
- Print collateral
- Lead generation & attraction



## **GSA WORKS IN 41 STATES**

We are committed to providing the services and solutions economic developers need to positively impact their communities. With over 300 clients, we support communities in 41 states, Canada, the Caribbean and Africa.

Our work is happening near you in the following communities:

#### Texas

- Bastrop Economic Development Corporation
- City of Eagle Pass
- <u>City of Elgin, TX Economic Development</u>
- Conroe Economic Development Council
- Copperas Cove EDC
- Del Rio, TX Economic Development Corporation
- Denton Economic Development Partnership
- DeSoto Development Corporation
- Gainesville Economic Development Corporation
- Giddings Economic Development Corporation
- Grapevine Economic Development
- Greater Brownsville Incentives Corporation
- Greater New Braunfels Chamber of Commerce

- Gun Barrel City EDC
- Heart of Texas Council of Governments (HOTCOG)
- Ingleside Development Corporation
- Katy Area Economic Development Council
- Liberty Hill Economic Development Corporation
- Marshall Economic Development Corporation
- Midland Development Corporation
- \*Mission Economic Development Corporation
- Odessa, TX Economic Development
- <u>Palestine Economic Development Corporation</u>
   Pasadena Economic Development Corporation
- Permian Basin Regional Planning Commission
- Pflugerville Community Development Corporation
- Greenville EDC



## INVESTMENT OVERVIEW

#### **Community Audit & Analysis**

- o SWOT Analysis
- o Analysis to identify market positioning
- o Target audience research

#### **Brand Strategy Development**

- o Logo design and variations
- o Color palette
- o Typography
- o Graphic design elements
- o Comprehensive brand style guide

#### **Messaging & Content Creation**

- o Brand tagline development
- o Website content strategy
- o Campaign concepts
- o Marketing strategy

#### **Total Investment:**

\$119,500 (Travel Included)



## **MARKETING & BRANDING SERVICES (24 WEEKS)**

Week 1:

Client Kick Off

Strategy Session

Week 2:

List of Survey Contacts Due

Survey Approval Meeting

Week 3:

Surveys (Week 1)

List of Interview Subjects Due

Research Conducted

Pre-visit Planning Meeting

Week 4:

Surveys (Week 2)

Research Conducted

Interviews (Week 1)

Week 5:

Surveys (Week 3)

Research Conducted

Interviews (Week 2)

Week 6:

Research Conducted

In-person Visit with Focus Groups & Stakeholder Meeting Week 7-8:

Research Conducted

Stakeholder Engagement Report Developed

Week 9:

Strategy Meeting to Review Stakeholder Feedback & Messaging Recommendations

Week 10:

Research Conducted Based on Client Feedback from Strategy Meeting

Week 11 - 13:

Draft in Progress

SEO Report

**Community Comparison** 

Week 14:

First Draft Due

Week 15:

Strategy Meeting to Review First Draft & Discuss Recommendations

Week 16 - 17:

Client Review

Week 18:

Strategy Meeting to Discuss Revisions & Additions

Week 19 - 21:

Edits Made & Strategy Designed

Week 22 - 24:

Strategy Ready to Present to Client & Board

## **TESTIMONIALS**

Golden Shovel Agency has a 95% client retention rate. Our clients appreciate the strong support they receive from our team.

"In today's competitive world, it is imperative to stand out, yet have our site answer the questions a business or site selectors would have. Golden Shovel has been an invaluable partner in our efforts and helped us to attract new businesses to York County."

Lisa Hurley, York County Development Corporation (Client since February 2014)

"Golden Shovel Agency customized their solution to meet our individual needs. The professionalism, attention to detail, and customer service that Golden Shovel provides is outstanding."

Tom Lambrecht, Great River Energy (Client since March 2013)



Garin Giacomarro, Director of Economic Development

Grapevine, TX Economic Development

## **REFERENCES**



# Horton Hobbs EXPAND Greater Springfield Vice President of Economic

Development

937.521.1935 hhobbs@greaterspringfield.com Customer Since June 2016

Services Provided: Website
Development, Website
Copywriting, Content
Management Service, Advanced
Website Lead
Generation/Tracking, GIS
Planning Integration



#### Steve Jahn

Momentum West Executive Director

715.874.4673

steve@momentumwest.org
Customer Since February 2015

Services Provided: Website
Development, Website
Copywriting, Content
Management Service, Website
Hosting & Maintenance, & Digital
Strategies



## Lea Hoover

Oregon Trail Electric
Cooperation
Manager of Administration and
Strategic Services

937.521.1935 lhoover@otecc.com

Customer Since June 2019

Services Provided: Website
Development, Website
Copywriting, Content
Management Service, Advanced
Website Lead
Generation/Tracking, Website
Hosting & Maintenance, Virtual
Reality FAM Tour Video



### Lisa Hurley, CEcD

York County
Development
Corporation
Executive Director

402.362.3333

<u>lhurley@yorkdevco.com</u> Customer Since June 2014

Services Provided: Website
Development, Website
Copywriting, Content
Management Service, Advanced
Website Lead
Generation/Tracking, Virtual
Reality FAM Tour

Docusign Envelope ID: DC55816F-4C68-4AD7-B303-E78FC22BE5E1

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We invite you to take action and start competing today. Every day you are not promoting your community is a day of opportunity missed.



To Learn More, Contact:

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