

TOURISM/MARKETING SERVICES CONTRACT

STATE OF TEXAS
COUNTY OF BURNET

THIS CONTRACT, INCLUDING ATTACHMENT 'A', FOR TOURISM/MARKETING SERVICES is made by and between the County of Burnet, hereinafter call "County" and Victory Media "Contractor" for the purpose of contracting for Marketing Services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of Consultants; and

WHEREAS, the County desires to contract for marketing services described as follows: Updating and implementing a marketing plan for Burnet County.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall perform those marketing services for the fulfillment of the contract as identified in Contractor's Proposal provided by the Contractor, attached hereto as Attachment A and made a part thereof this contract.

ARTICE 2

CONTRACT PERIOD

This contract shall terminate by the close of business on September 30, 2026 , unless extended by supplement agreement duly executed by the Contractor and the County prior to the date of termination, as provided in Article 6- Supplement Agreements, or otherwise terminated, as provided in Article 11- Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this contract is **\$42,000.00**. Payments will be based upon monthly invoices detailing services rendered, with a maximum allowable **monthly payment of \$3,500.00**. The Contractor agrees to furnish the work as described in the attached proposal for a fee not to exceed \$42,000.00 per year

ARTICLE 4 SUSPENSION

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the County to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties

If the County suspends the work, the contract period, as determined in Article 2- Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 6-Supplemental Agreements.

ARTICLE 5 ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 6-Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 6 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed or the duration of the work.

Any supplement agreement must be executed by both parties within the contract period specified in Article 2 Contract Period.

No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 7
PUBLIC INFORMATION ACT

ALL data, basis sketched, charts, calculations, plans specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County shall be delivered to the County upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act.

ARTICLE 8
PERSONNEL EQUIPMENT AND MATERIAL

The Contractor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Contractor shall have knowledge and experience as will enable them to perform the duties assigned to them.

The County may instruct the Contractor to remove any employee from the association with the work Authorized in this contract if, in the sole opinion of the County, the work of the employee does not comply with the terms of this contract or if the conduct of the employee is detrimental to the work.

The Contractor certifies that is presently has adequate qualified personnel in its employment for performance of the services required under this contract. The Contractor may not change the project manager without prior consent of the County.

ARTICLE 9
SUBCONTRACTING

The Contractor shall not assign, subcontract, or transfer any portion of the work under this contract without prior written approval of the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

ARTICLE 10
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Contractor shall be grounds for termination of the contract and any increased cost arising from the Contractor's default, breach of contract, or violation of contract terms shall be paid by the Contractor. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11 TERMINATION

This contract shall terminate at the close of business on September 30, 2026 unless extended as provided in Article 6-Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties.
2. By the County, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the County, for reasons of its own and subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor;
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the County Shall be the sole judge.

Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Contractor defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Contractor, the County will give consideration to the actual costs incurred by the Contractor in performing the work to the date of the default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is useable to the County.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Contractor under this contract, except the obligations set forth in this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. If the County asserts that any services provided by the Contractor do not comply with the requirements of this contract, the County shall allow the Contractor a reasonable opportunity and effort to cure the claimed breach.

ARTICLE 12 COMPLAINCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statues and regulations, and licensing laws and

regulations. When required, the Contractor shall furnish the County with satisfactory proof of its compliance.

It expressly understood by County and Contractor, that from the date of award of Contractor to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by the County personnel Policy or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

ARTICLE 13 INDEMNIFICATION

THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENCE ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENCE ACTIVITY BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES.

ARTICLE 14 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Contractor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

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ARTICLE 15
INSURANCE

The Contractor shall obtain and maintain insurance as required by state and federal law:

ARTICLE 16
SUCCESSORS AND ASSIGNS

The Contractor and the County do hereby bind themselves, their successors, executors, administrator, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

ARTICLE 17
SEVERABILITY

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be constructed as if such invalid illegal, or unenforceable provision had never been contained herein.

ARTICLE 18
PRIOR CONTRACT SUPERSEDED

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 19
NOTICES

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

Bryan Wilson County Judge
220 S. Pierce Street
Burnet, Texas 78611

CONTRACTOR

Victory Media
P.O. Box 10
Marble Falls, TX 78654

**ARTICLE 20
SIGNATORY WARRANTY**

The undersigned signatory for the Contractor hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and Contractor have executed these presents in duplicate.

COUNTY

BY _____

Bryan Wilson, County Judge
220 S. Pierce Street Street
Burnet, TX 786

DATE: _____

CONTRACTOR

BY: _____

Victory Media
P.O. Box 10
Marble Falls, TX 78654

DATE: _____

ATTACHMENT 'A'

To: The Honorable County Judge, Tourism & Marketing Director of Burnet County and Members of the Burnet County Commissioners Court

From: Amber Weems, Victory Media Marketing

Date: September 30, 2025

Subject: Renewal of Tourism Marketing Agreement – FY26

Introduction

Victory Media Marketing (VMM) respectfully submits this proposal for renewal of our contract with the Burnet County Tourism Department for a 12-month term beginning October 1, 2025. Since 2019, VMM has partnered with Burnet County to build and manage HighlandLakesofBurnetCounty.com, curate and distribute monthly newsletters, produce original content highlighting our lodging partners, and provide ongoing marketing strategy, web development, and analytics services.

Our role is that of a fractional marketing partner – working alongside the County Tourism & Marketing Director by providing services, including web development, analytics, SEO, copywriting/blogs, and design.

Adjusted Scope of Services for FY26

At the request of the Tourism & Marketing Director, we have refined the scope of services while keeping the focus on strengthening Burnet County's guest-facing platforms and producing measurable outcomes.

1. WEBSITE DEVELOPMENT AND MAINTENANCE

- Refresh of HighlandLakesofBurnetCounty.com to include updated imaging, color scheme, fonts, and logos for continuity across platforms.
- Adding new videos, photos, and custom-coded design updates to modernize the website and better showcase the county's brand.
- Ongoing security updates, hosting, content updates, and maintenance of event calendars, lodger listings, and travel features.
- Creation of additional keyword-driven landing pages and blog content to grow organic search visibility.

2. SEO AND OPTIMIZATION

- Keyword research and content planning to improve rankings for lodging and destination search terms.
- Ongoing optimization of Burnet County's social media profiles (Facebook, Instagram, etc.) for consistency and visibility, aligning with the broader SEO strategy.
- Ongoing monitoring of website analytics, newsletter analytics (including open rates and reach), and content performance.

3. CONTENT DEVELOPMENT

- Expanding deliverables from one blog per month to expanded monthly content, including curated blogs and features that can be repurposed across multiple platforms.
- Expanded coverage of lodgers, attractions, and events to give visitors more reasons to choose Burnet County.
- Newsletter creation and distribution with visitor-facing content; integration with website to build the email subscriber list.

4. ANALYTICS AND REPORTING

- Monthly analytics package including:
 - Website performance and visitor trends
 - Newsletter open rates and reach
 - SEO keyword ranking performance
 - Content engagement metrics
- Review of analytics during recurring monthly meetings with the Tourism & Marketing Director to ensure alignment and accountability.

5. ACCOUNT MANAGEMENT

- Monthly collaboration meetings with the Tourism & Marketing Director to review deliverables, analytics, and upcoming initiatives.
- Deliverable-based invoicing rather than hourly billing, ensuring clear alignment between scope, outcomes, and payment.
- Annual rate of \$42,000, billed in equal monthly installments of \$3,500, to simplify processing and budget planning. Some months require heavier deliverable loads than others; the annualized structure balances this while ensuring consistent service.

Why This Approach Matters

- Refined FY26 Scope with Complementary Expertise: The refined FY26 scope allows VMM to narrow its focus and expand in areas that directly complement the Tourism & Marketing Director's leadership – specifically web development, analytics reporting & analysis, on and off-page SEO, copywriting/content, and design. This alignment ensures that the County benefits from both strong in-house direction and specialized external expertise, delivering a complete and effective marketing program.
- Cost-Effective: For the proposed annual fee, the County receives the support of a five-member team providing digital marketing services – including content creation, on and off-page SEO, web development, and analytics/analysis and

strategy – at a rate comparable to fractional marketing firms and at a fraction of the cost of hiring a full-time employee.

- Content-Focused Growth: The refined FY26 scope emphasizes expanded guest-facing content – more blogs, more features, more reasons for visitors to choose Burnet County – while also updating and refreshing the website and brand presentation.
- Accountability: Monthly meetings, deliverable-based invoicing, and clear analytics packages ensure continued oversight and transparency for the Tourism & Marketing Director.

Conclusion

Burnet County Tourism has made significant strides in recent years, with a refreshed digital presence, growing visitor engagement, and strong collaboration between County staff and Victory Media Marketing. This proposed renewal represents an evolution of that partnership – refining the scope to meet current needs, expanding outward-facing content, and continuing to position Burnet County as a premier Hill Country destination.

We respectfully request the Commissioners Court approve this 12-month renewal of services with Victory Media Marketing at \$3,500 per month.

Respectfully submitted,
Amber Weems
Victory Media Marketing

Attachment: Burnet County Tourism – FY26 Deliverables Summary

Victory Media Marketing – Proposed 12-Month Agreement
Annual Fee: \$42,000 (billed at \$3,500/month)

Website Development & Maintenance

- Refresh website design (color scheme, fonts, logos, imaging)
- Add provided new videos, photos, and develop custom-coded updates
- Maintain hosting, security, and uptime
- Update content pages, lodger listings, and event calendar
- Create new keyword-driven landing pages and blogs

SEO & Optimization

- Keyword research and ongoing SEO content strategy
- Optimize social media profiles for visibility and brand alignment while Tourism & Marketing Director continues to maintain social media posting
- Track and report keyword rankings and visitor search trends

Content Development

- Expanded monthly curated blogs with expanded content volume
- Features on lodgers, attractions, and events
- Monthly newsletters for visitors and lodgers
- Copywriting and editing services for County staff content

Analytics & Reporting

- Monthly analytics package covering:
 - Website traffic and visitor trends
 - Newsletter open rates and reach
 - Keyword performance and SEO rankings
 - Content engagement
- Analytics reviewed in recurring monthly meetings with Tourism & Marketing Director

Account Management

- Monthly meetings with Tourism & Marketing Director
- Deliverable-based invoicing
- Annual fee structured for consistent service levels across heavy and light months