

PROFESSIONAL SERVICES AGREEMENT FOR SOCIAL MEDIA MANAGEMENT SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between Burnet County, Texas, a political subdivision of the State of Texas, acting on behalf of Burnet County Tourism ("County"), and Let's Get Social, Social Media Management ("Contractor").

I. PURPOSE

County desires to obtain social media management and related marketing services for Burnet County Tourism, and Contractor desires to provide such services under the terms and conditions of this Agreement.

II. TERM

The term of this Agreement shall commence on October 15, 2026, and shall terminate on October 15, 2027, unless earlier terminated in accordance with this Agreement. Any extension of this Agreement must be approved in writing by both parties.

III. SERVICES

Contractor shall provide social media management services for Burnet County Tourism, including the following:

1. Management of two (2) County-approved social media platforms.
2. Account management and maintenance.
3. Consultation with County staff by telephone, electronic communication, or scheduled meetings.
4. Preparation of a monthly social media content schedule for County review.
5. Creation and publication of approximately thirteen (13) to sixteen (16) social media posts per month.
6. Weekly content-gathering sessions, when requested by the County.
7. Coordination with County personnel to obtain photographs, videos, and other content.
8. Community engagement and promotional collaboration activities related to tourism marketing initiatives.
9. Any additional services mutually approved in writing by the parties.

Contractor shall perform all services in a professional manner and in accordance with generally accepted industry standards.

IV. COUNTY APPROVAL OF CONTENT

All content created under this Agreement shall be subject to review and approval by the County's designated representative before publication.

Contractor shall not publish, post, distribute, or promote any content on behalf of the County without County approval.

V. COMPENSATION

County shall pay Contractor the sum of One Thousand Eight Hundred Dollars (\$1,800.00) per month. Total compensation under this Agreement shall not exceed Twenty-One Thousand Six Hundred Dollars (\$21,600.00).

Contractor shall submit monthly invoices to the Burnet County Auditor's Office. Invoices approved for payment shall be paid in accordance with the Texas Prompt Payment Act. No additional compensation shall be due unless approved in writing by Commissioners Court through a duly authorized amendment to this Agreement.

VI. PAID ADVERTISING EXPENSES

The compensation set forth in this Agreement does not include paid advertising purchases. Contractor shall not incur advertising expenses, boosted-post expenditures, sponsored content expenditures, or other third-party marketing costs on behalf of County unless expressly authorized in writing by County. County shall not be responsible for any unauthorized advertising expenditures.

VII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an employee, agent, partner, or joint venturer of County. Contractor shall be responsible for all taxes, licenses, permits, and other obligations associated with its business operations.

VIII. OWNERSHIP OF WORK PRODUCT

All work product created under this Agreement, including but not limited to:

- Social media posts;
- Written content;
- Marketing copy;
- Photographs;
- Graphic designs;
- Videos;
- Advertising materials;
- Analytics reports; and
- Other materials developed for County,

shall become the property of Burnet County upon payment by County. Contractor retains ownership of its pre-existing proprietary tools, templates, methods, and business processes that are not specifically created for County.

IX. SOCIAL MEDIA ACCOUNTS

All social media accounts utilized for Burnet County Tourism shall remain the sole property of Burnet County. Upon termination or expiration of this Agreement, Contractor shall immediately provide County with all account credentials, passwords, administrative access, data, and other information necessary for County to maintain uninterrupted control of its social media accounts.

X. CONFIDENTIALITY

Contractor shall not disclose confidential information obtained from County except as required by law or with County's prior written consent. This provision shall survive termination of this Agreement.

XI. RECORDS

Contractor shall maintain records relating to services provided under this Agreement and shall make such records available to County upon reasonable request.

XII. TERMINATION

Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party.

Upon termination:

1. Contractor shall be paid for services satisfactorily performed through the effective date of termination.
2. Contractor shall deliver all completed or partially completed work product to County.
3. Contractor shall return all County-owned materials and account access information.
4. County shall have no obligation to pay for services not performed.

XIII. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of services under this Agreement.

XIV. NOTICE

Any notice required under this Agreement shall be in writing and delivered by hand, email, certified mail, or recognized overnight delivery service to the persons designated by the parties.

XV. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any action arising from this Agreement shall lie exclusively in Burnet County, Texas.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, and agreements relating to the subject matter herein. Any amendment to this Agreement must be in writing and approved by both parties.

XVII. AUTHORITY TO EXECUTE

The persons signing below represent that they are authorized to execute this Agreement on behalf of the respective parties.

BURNET COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Burnet County Clerk

LET'S GET SOCIAL

By: _____

Name: _____

Title: _____

Date: _____