

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All Contracts must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 10/21/21

Requested by: KARIN SMITH

AGENDA ITEM(S):

Discussion/action regarding approval for the new contract with Victory Media for Tourism/Marketing Services.

Meeting Date Requested: (required) 10/26/21

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

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.

TOURISM/MARKETING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF BURNET

THIS CONTRACT FOR TOURISM/MARKETING SERVICES is made by and between the County of Burnet, hereinafter called "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 and made a part thereof this contract.

ARTICLE 2

CONTRACT PERIOD

This contract shall terminate at the close of business on September 30, 2022, unless extended by supplement agreement duly executed by the Contractor and the County prior to the date of termination, as provided in Article 6- Supplemental 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 7 PUBLIC INFORMATION ACT

All data, basic sketches, 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 such 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 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 it 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, 2022 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 not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and
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 default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable 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 COMPLIANCE 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 is 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 NEGLIGENT 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 NEGLIGENT 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.

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, administrators, 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 construed 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

James Oakley, County Judge
Burnet County Courthouse
220 S. Pierce Street
Burnet, Texas 78611

CONTRACTOR

Victory Media

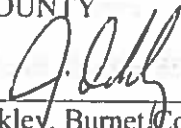
P.O. Box 10
Marble Falls, Texas 78654

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 the Contractor have executed these presents in duplicate.

COUNTY

BY: 
James Oakley, Burnet County Judge

Burnet County Courthouse
220 S. Pierce Street
Burnet, TX 78611

Date: 10.26.2021

CONTRACTOR

BY: _____
Victory Media

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

Date: _____

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VICTORY
MEDIA

Marketing Proposal Prepared for:

BURNET COUNTY TOURISM

highlandlakesofburnetcounty.com

AUGUST 26, 2021

Updated Marketing Plan for 2021/22

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Company Overview

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Scope of Work / Proposal / Timelines



VICTORY MEDIA

Stitch Marketing was founded by Amber Weems in 2018 as a marketing firm. At the time, Weems, who is President of Victory Publishing Co., had no ownership in Victory, a 30-year-old family owned business with a remarkable success record of promotion and marketing in the Highland Lakes community. Weems owned Stitch Marketing 100 percent. In December of 2018 one of the owners of Victory Publishing, Dan Alvey, passed away. Alvey's ownership subsequently passed to Amber Weems in October of 2019. Consolidation of Stitch Marketing and Victory Publishing birthed a re-branded Victory Media Marketing, joining expertise and resources that benefits clients working side-by-side with an established team to develop a strategic marketing and branding plan based on solid business goals.

Services include creation and implementation of marketing plans that fit the needs of our clients as well as their budgets. Also included are web development, marketing consultation, and more. Victory's team of writers, editors, graphic designers, web developers, and project managers are located here in the Highland Lakes. The company works with clients locally and throughout the United States including Oklahoma and Chicago. Helping clients reach their goals is our top priority.

Victory Media Marketing is located in Marble Falls, TX, and was created to consult with businesses and entities wanting to create a strategic marketing plan and help them grow to meet their desired goals. Victory Media Marketing has not been involved in any litigation.

MARKETING CHALLENGES

Victory Media Marketing has worked closely with Burnet County Tourism to develop a marketing plan that has grown through discovery, historical reflection, and stakeholder collaboration. VMM, together with the county, developed a custom tourism website, keyword specific search engine optimization, a full content plan, and advertising campaigns.

The website HighlandLakesofBurnetCounty.com showcases County lodging properties and optimizes Burnet County's online visibility for increasing "heads in beds." The challenge for 2022 is to maintain continuity and continue to optimize and build on these past accomplishments by further highlighting Burnet County tourism assets and availability. Continuing to develop the website to accommodate the needs of the County Tourism Department.

In this bid Victory Media Marketing's team will provide expert, attentive, and comprehensive marketing services to:

- Cultivate a unique brand to distinguish the County as a place for overnight vacation options
- Analyze traffic usage and sources from multiple platform analytics and optimize the website to convert visitors to "heads in beds"
- Create and maintain online and offline marketing campaigns and a content plan to build and attract new and repeat users to the County Tourism site through advertising, search results, and social media posts
- Craft a marketing message shared across online and offline media connecting showcase lodge properties to a variety of audiences
- **NEW** : Develop custom reporting pages for the non-public backend tracking and collection of Hotel Occupancy Taxes.

Our intent is to meet Burnet County Tourism's requests laid out in the Tourism Marketing Services RFP by recommending the following marketing services:

ADVERTISING/MARKETING

The creative team includes marketing project consultants, SEO-trained content writers, and graphic designers who will collaborate with the County in continuing to develop a strategic plan that aligns with County Tourism's long-term vision. The VMM team will coordinate the advertising campaigns for Burnet County tourism through print, broadcast, digital, online, email, and more by:

- Researching and assessing current marketing strategies, collaborating with the County Tourism Committee, taking a look at similar tourism competitors, and identifying new opportunities to develop and implement Destination Marketing Strategies

- Providing comprehensive branding and design of cohesive advertising and branding collateral
- Creating original copy to boost visitor engagement through advertising campaigns, social media platforms, blog posts, press releases, media interviews, and email newsletters
- Managing media planning and buying, negotiations, meetings, and overall correspondence related to media buys. To include advertising collateral and optimizing ad campaign budgets online for social media platforms, search engine platforms and also offline for print and broadcast advertising. (Burnet County to pay ad fees separately)
- Continuing to improve imagery on website, social media postings, email newsletters, and advertising campaigns

The end result will be a unique written and graphic advertising and marketing strategy that sets Burnet County apart and leaves an unforgettable impression on visitors looking to book overnight stays.

PUBLIC RELATIONS

We will develop a comprehensive messaging strategy to support and coordinate communication efforts by:

- Applying the content plan through blog posts, email newsletters, press releases, fact sheets, media interviews, and press conferences
- Creating a long-term plan to expand social media presence by crafting posts, hashtags, images, and videos optimized for each platform
- Research and coordinate with media to develop a list of targeted contacts

The end result will be to substantially boost visibility of all that Burnet County has to offer in terms of recreation and lodging, promoting an increase in "heads in beds."

WEBSITE DEVELOPMENT AND MAINTENANCE

Our project team will continue to maintain and develop the current County Tourism website, managing all security updates and hosting to ensure maximum uptime. The team will:

- Provide analysis of target audiences, objectives, overall imaging (photos/videos), and user experience including site navigation and essential search engine optimization features

• SCOPE OF WORK

- Create and update content including blog articles, event submissions, lodger listings, places of interest, restaurants, golf courses, entertainment venues, etc.
- Implement and maintain email-list-building widget on County Tourism website to collect email addresses from visitors interested in Burnet County
- Website Analytics through custom Google Analytics reports, including web traffic analysis, path analysis, visitor trends, and page views
- **NEW** : Custom website development to build additional capabilities for centralized reporting of Hotel Tax Collection on the (non-public) backend admin panels of the County's Tourism Website, <http://HighlandLakesOfBurnetCounty.com>
- **NEW** : Develop custom online forms for the H.O.T. Quarterly Tax Form & New Property Information Sheet. Links will be provided for Tourism page on County Government website to redirect to NEW online forms.
- **NEW** : Every submission of a Quarterly Tax Form and New Property Information Form will trigger a notification email to a predetermined list of email addresses. Email addresses will be provided to VMM from County Tourism Team. Notification emails consist of an automated announcement confirming the form has been submitted along with a printable version of the form

ACCOUNT MANAGEMENT & REPORTING

Regular meetings to review analytics and collaborate on implementation of strategies, budgets, expenditures, advertising campaigns, and content plans.

Monthly reports include:

- Website Analytics through custom Google Analytics reports, including web traffic analysis, path analysis, visitor trends, and page views
- Content plan reporting, and email list building
- Cost schedules for media buying, online and offline advertising expenditures, including other related costs
- Social media analytics and strategy briefing with internal staff for cooperation of effort
- **NEW**: Development and automation of Hot Tax Reporting to track collection of payments and non-payments

WHY CHOOSE VICTORY MEDIA MARKETING?

Burnet County's stated goal is to hire a marketing firm to serve as an expert advisor to develop and implement destination marketing strategies.

Victory Media Marketing has a proven track record in working with the county leadership team in developing the current website. VMM is an established authority on Burnet County tourism, with 30 years plus experience in reporting on and writing about what makes the Highland Lakes a great place to visit. We know the people and the places that make this a unique vacation destination.

We custom built HighlandLakesofBurnetCounty.com for Burnet County Tourism in 2019 and are eager to continue advising and developing strategies to meet the Hotel Occupancy Tax requirement of "heads in beds."

The end result will enable the tourism team to fully visualize plan implementation based on solid facts and figures.

RATE AND FEE SCHEDULE

Price, Data and Specifications

Hourly Rate \$125/hr

Maximum Monthly Rate \$3,500/month

List any other applicable service fees.

All fees for printing requests including flyers, presentation material, trade show marketing, advertising spend charges associated with advertising on social media, in print publications, on billboards, with social media influencers, for custom photo shoots, or for custom video creation will be invoiced separately.