

INDEPENDENT CONTRACTOR AGREEMENT
WEBB COUNTY FAIRGROUNDS ADVERTISING SERVICES

WHEREAS, Webb County provides a public venue for entertainment and private events through the Webb County Fairgrounds (hereinafter referred to as, "County" and "Fairgrounds") and desires to generate revenue by advertising at the Fairgrounds; and

WHEREAS, Hachar Media Advertising is in the business of soliciting and placing advertisements; and

WHEREAS, the Commissioners Court finds the said Agreement would generate revenues for Webb County by contracting with Hachar Media Advertising ("Hachar Ads" and "Service Provider") to solicit and secure advertising contracts as agreed to below; and

NOW THEREFORE it is mutually agreed between Webb County and Hachar Ads as follows:

This Agreement ("Agreement") is entered into as of April 22, 2024 between Webb County, a political subdivision of the State of Texas (for the benefit of the Webb County Fairgrounds and Hachar Ads.

1. Documents

a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

1. Schedule of Services ("Services") and minimum duties to be performed by Hachar Ads will be pursuant to the proposal submitted under RFP 2024-004 which is incorporated and made part of this Agreement as (Exhibit A).

2. Scope of Services: The SERVICE PROVIDER agrees to perform services at the Webb County Fairgrounds listed in Exhibit A, and as stated in this contract SERVICE PROVIDER shall:

- a. Showcase the agricultural events, history, and traditions of the Webb County fairgrounds and a variety of special events that take place on an annual basis.
- b. Events such as, but not limited to; agricultural competitions and exhibitions, including concerts, cook-offs, community celebrations, livestock shows and sales, county fair, and a diverse selection of foods, musical acts, and other exhibits.
- c. Services will call for selected respondents to utilize different marketing, media, and advertising plans to promote the Webb County Fairgrounds and by further working with Fairgrounds management to develop strategic marketing programs to further enhance the promotion of annual events and outreach to the community and surrounding Counties/Cities.

3. Facility Description: Located at 6010 E. Saunders, Laredo, TX 78043, along US-59, Laredo, TX 78043.

4. Advertising Locations:

FILED May 13 20 24 @ 3:14pm
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY A. Decen DEPUTY

- a. Location and Pricing shall be in conformance with Exhibit B which is attached and made a part hereto.

5. Definitions:

- a. "Force Majeure" shall mean an act of God, strike, lockout or other industrial disturbance, act of a public enemy, war blockade, public riot, lightning, fire, storm, earthquake, flood, explosion, governmental restraint, breakage or accidents to equipment resulting from the aforementioned acts, which shall not reasonably be within the control of the party claiming suspension of this Agreement or suspension of an Event scheduled as a result of this Agreement. Force Majeure does not include any financial incapacity.
- b. "Rental Agreement" shall mean an Agreement between a Customer and Webb County to utilize the Webb County Fairgrounds for an Event.
- c. "Customer" shall mean any individual or business entity that will be signing a Rental Agreement for the use of the Webb County Fairgrounds, regardless of the type of Event.
- d. "Ticketed Events" shall mean live entertainment events held at the Fairgrounds that require the sale of a ticket to attend by any individual and/or business entity.
- e. "Events" shall mean all other events that are not Ticketed held at the Fairgrounds.
- f. "Renter/Customer" shall mean An individual, employee, entertainer, event organizer, agent, business entity, charity, or group that SERVICE PROVIDER enters into a contract with to perform advertising services at the Webb County Fairgrounds pursuant to this Agreement.

6. Independent Contractor; Personnel

- a. SERVICE PROVIDER enters into this Agreement as an independent contractor. All Services shall be performed only by SERVICE PROVIDER and SERVICE PROVIDER's employees. Under no circumstances shall the SERVICE PROVIDER, or any of SERVICE PROVIDER's employees, look to Webb County as his/her employer, or as a partner, agent, or principal. Neither SERVICE PROVIDER nor any of SERVICE PROVIDER's employees shall be entitled to any benefits accorded to Webb County employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. SERVICE PROVIDER shall be responsible for providing, at SERVICE PROVIDER's expense, and in SERVICE PROVIDER's name, unemployment, disability, worker's compensation, and other insurance, as well as any and all licenses and permits usual or necessary for conducting the services contemplated herein. SERVICE PROVIDER shall be responsible for paying all applicable local, state, and federal taxes.
- b. SERVICE PROVIDER represents and warrants to Webb County that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable), and experience to accomplish the services.

advertisement, exhibit material, announcement, or any other display may be required by the Director of the before approval. Determinations of the acceptability of advertisements will be initially made by the Director.

9. Appeal Process for Denial of Advertising.

- a. When an advertisement is not accepted by the Director then an individual, firm, and/or organization presenting the advertisement shall be notified of the decision by letter from the Director, informing the individual, firm, or organization of their right to appeal the decision to the Webb County Commissioners Court.
- b. A firm and/or organization may appeal the decision of the Commissioners Court on the acceptability of any ad and shall be submitted to the Commissioners Court by and through the Director of the CAA at a regular or special commissioners court meeting. The decision of the Webb County Commissioners Court shall be final.

10. Reserved Space for Public Service Announcements.

- a. Up to 15% of the advertising space shall be reserved by Webb County for Public Service Announcements, including but not limited to warnings, postings, and notice of designated areas. Advertisements will be subject to the discretion of Webb County by and through its Fairgrounds Director and/or designee to verify that advertisements do not over-clutter or obstruct the view of the Fairgrounds.

11. Term of Agreement.

- a. The initial contract period shall commence upon both parties signing this agreement subject to Webb County Commission approval and shall end 12 months thereafter, with the option for two (2) additional one (1) year renewal terms. The continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds, Webb County will notify the SERVICE PROVIDER of its determination, in writing, at least ninety (90) days before the end of the base term or renewal term.

12. Record Retention/Audit.

- a. Hachar Ads shall retain records of all contracts, receipts, and invoices for 5 years after this contract is either terminated or for 5 years after this Agreement has been termed; whichever is later. Webb County reserves the right and SERVICE PROVIDER shall allow review of all records related to this Agreement by either the Webb County Auditor or Webb County's designee.

13. Compensation.

- a. Pricing shall be in conformance with Exhibit B which is attached and made a part hereto.

14. Billing/Invoicing. When Event advertisements are contracted for by Hachar Ads, an invoice along with the amount billed to the Customer/Renter the SERVICE PROVIDER shall submit an itemized invoice for the work to be performed at the Webb County Fairgrounds. The invoice shall include the performance being billed and a general description of the work performed. The SERVICE PROVIDER shall remit payment prior to the scheduled date of the event. Pricing shall be in conformance with Exhibit B which is attached and made a part hereto.

15. Insurance.

- a. The SERVICE PROVIDER shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name Webb County, Texas, as an "additional insured." Any costs for adding the County as an additional insured" shall be at the SERVICE PROVIDER's expense.
- b. Webb County shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the SERVICE PROVIDER to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Procurement Services Division.
- c. The SERVICE PROVIDER's insurance must be provided by an A.M. Best, rated "A-" or better insurance company that is authorized to issue insurance policies in the State of Texas, subject to approval by Webb County Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the SERVICE PROVIDER that exclude coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

1. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. \$100,000 bodily injury each accident
2. \$500,000 bodily injury by disease policy limit
3. \$100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of Webb County must provide Workers Compensation insurance.

2. Commercial General Liability Insurance

1. Covering premises operations, products-completed operations, independent contractors, and contractual liability.
2. Limits: Combined single limit bodily injury/property damage \$1,000,000.00.

3. This coverage must include, but not limited to:
 - a. Coverage for the liability assumed by the SERVICE PROVIDER under the indemnity provision of the contract.
 - b. Coverage for Premises/Operations
 - c. Products/Completed Operations
 - d. Broad Form Contractual Liability
 - e. Independent Contractors

3. Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury	\$250,000 each person. \$500,000 each occurrence
Property damage	\$100,000 each occurrence

16. Termination

- a. **Termination for Cause.** The aggrieved party may terminate this Agreement for cause if the Company in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. Webb County may also terminate this Agreement upon such notice as Webb County deems appropriate under the circumstances in the event that Webb County determines that termination is necessary to protect the public health or safety. This Agreement may be terminated for cause for reasons including, but not limited to, SERVICE PROVIDER 's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to Webb County satisfaction: or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- b. **Termination Without Cause.** Webb County may terminate this agreement without cause provided that Webb County provides 60 days' notice of its intent to terminate this Agreement. Any contracts the SERVICE PROVIDER has entered into with individuals or entities shall remain effective until the end of their initial term or renewal term of the advertising contract. No other contracts may be entered into at the time notice is received by the SERVICE PROVIDER to terminate the agreement or at the time SERVICE PROVIDER issues notice to terminate this Agreement.
 1. For purposes of this section, advertising contracts shall mean active contracts to advertise on Webb County Fairgrounds that the SERVICE PROVIDER .

2. Exercising the right to terminate without cause by Webb County shall not permit the SERVICE PROVIDER to withhold or refuse to pay the negotiated fees that the County is to be paid according to this Agreement.

c. **Force Majeure.** The County and SERVICE PROVIDER will be excused from the performance ("Excuse of Performance") of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes, or other labor disputes, act(s) of God, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay, failure, or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure:

1. The Excuse of Performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
2. No obligations of either party that arose before the Force Majeure causing the Excuse of Performance are excused as a result of the Force Majeure; and
3. The non-performing party uses its best efforts to remedy its inability to perform.

2. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the County may excuse performance for a longer term. Economic hardship of the SERVICE PROVIDER will not constitute Force Majeure. The term of the agreement shall be extended by a period

17. Materiality and Waiver of Breach.

a. Webb County and SERVICE PROVIDER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. Webb County failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18. Miscellaneous Provisions.

- a. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- b. **Choice of Law.** The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
- c. **No Waiver of Governmental Immunity.** NOTHING IN THIS SECTION SHALL BE CONSTRUED TO WAIVE THE COUNTY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.
- d. **Assignment.** SERVICE PROVIDER shall not assign any of SERVICE PROVIDER 's rights under this Agreement, or delegate the performance of any of SERVICE PROVIDER 's duties hereunder, without the prior written consent of Webb County.
- e. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by all the parties hereto.
- f. **Venue.** This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the State Courts of Webb County, Texas having jurisdiction.
- g. **Dispute.** If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
- h. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified, or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five calendar days after deposit thereof in the United States mail addressed to the party for whom such notice, demand, or other communication is to be given as follows:

If to SERVICE PROVIDER :

**Hachar Media Advertising
4100 San Bennardo Ave., Suite E-7
Laredo, Texas 78041**

If to Webb County:

**Webb County
Re: Hachar Ad's - Fairgrounds
1000 Houston St. 3rd Floor
Laredo, Texas 78040**

- i. Copyright, Trademarks, Original Works, AI-Generated Works and Patents.** The SERVICE PROVIDER represents and warrants that he/she has the rights to create advertisements and shall warrant to Webb County that the SERVICE PROVIDER shall not and will not violate any copyright, trademarks, original works, Artificial intelligence (“AI”)-generated works, and/or patents when performing its contractual duties under this Agreement. The SERVICE PROVIDER further represents and warrants that he/she has the right to utilize and distribute the designs created for the customers that will be placed on County fairgrounds and that such designs are not owned by anyone else to the SERVICE PROVIDER’s knowledge. In the event that the SERVICE PROVIDER does not have these rights, the SERVICE PROVIDER will repay any associated damages the County may experience or the SERVICE PROVIDER will take responsibility for such violation so that the County does not experience any loss or damages.
- j. Delay, Loss, Damages.** Webb County shall not be responsible for any loss in revenues or profits if a that has been contracted to have an advertisement is inoperable for any reason. This paragraph shall be required to be placed on advertising contracts that are secured by Hachar Ads for advertisements on Webb County es. As such Hachar Ads shall include language in contracts with customers seeking to advertise that notifies the customer that there is a possibility that a may become inoperable and/or incapable of being driven.
- k. Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- l. Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.
- m. Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
- n. Entire Understanding.** This document and Exhibit A attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- o. Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect; unless the unenforceable provision changes the subject matter of this Agreement. In such an

event both parties will negotiate in good faith to reconcile the change required by law and the intent of this Agreement.

- 19. Disclosure.** SERVICE PROVIDER is required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency the following:
- a. If any Person who is an employee or director of SERVICE PROVIDER is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, SERVICE PROVIDER shall provide Webb County and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - b. If any Person who is an employee, Sub-Service Provider, or director of SERVICE PROVIDER is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
 - c. Report any actions or citations by federal, state, or local governmental agencies that may affect SERVICE PROVIDER or Subcontractor licensure status or its ability to provide services hereunder.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

[Signature Page Follows]

Hachar Ads

Date


CEO - President

2/29/2024

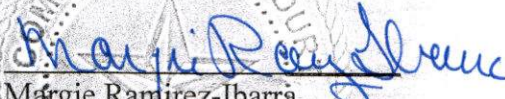
WEBB COUNTY

Date



Tano E. Tijerina
Webb County Judge

5/13/2024

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Jorge L. Treviño, Jr.
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On May 13th 2024 item No. 25