

Agreement

Between The City of Gallup, New Mexico High School Rodeo Association (NMHSRA) and New Mexico Junior High Rodeo Association (NMJHRA)

THIS AGREEMENT is made and entered into by and between the City of Gallup, a New Mexico Municipal Corporation, hereinafter referred to as “Gallup”, and the New Mexico High School Rodeo Association, hereinafter referred to as “NMHSRA”, and also the New Mexico Junior High Rodeo Association, hereinafter referred to “NMJHRA”.

A. PURPOSE:

The purpose of this agreement is to co-sponsor and assist in the production of the New Mexico High School Finals Rodeo, and the New Mexico Junior High Rodeo Finals which will be held at Red Rock Park in Gallup, New Mexico from May 24 through May 27, 2019.

B. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

- ❖ Gallup wishes to co-sponsor, support and promoting the love of good horsemanship, promoting rodeos (youth, amateur and professional), shows and horsemanship contests for the welfare and benefit of the citizens of Gallup and McKinley County, as well as to serve our greater community through the economic impact of large event tourism.
- ❖ The NMHSRA and NMJHRA were founded on two principles: to encourage youth to stay in school and to promote the highest type of conduct and sportsmanship.
- ❖ The mutual benefit and interest between Gallup, NMHSRA and NMJHRA to serve New Mexico High School Students and their families by supporting a top of the line State Rodeo Finals and create opportunities for New Mexico High School and New Mexico Junior High students and to grow the organization and enrich the state as a whole.

C. CITY’S RESPONSIBILITIES:

City of Gallup agrees to provide the following as its part for co-sponsorship of the combined High School and Junior High School state championship rodeos:

1. Red Rock Park, including arenas, RV spots, horse stalls, concession stand, convention center, rodeo offices, and all other facilities necessary for conducting the rodeo.
2. Security through a designated City contractor the Gallup Police Department and ambulance and EMT's through the Gallup Fire Department at a value of \$5,000.
3. Following is a detailed list of what will be provided by City at Red Rock Park:
 - 438 - 10'x 10' horse stalls
 - 232 RV camp sites with 30 amps. Electric service and water [Sites 2-4, 43,44,48, 51-54, 56, 59, 61, 69, 86-89, 91, 100, 107, 112, 118, 119 and 121 are not available for use by rodeo guests]
 - 350 dry camping sites
 - 6,000 seat arena with lights
 - Electronic timing and scoreboard
 - 11,000 sq. ft. convention center
 - Livestock holding areas
 - Rodeo office
 - Three (3) other offices as needed
 - Concession stand
 - The City of Gallup will provide deep water cover put on the ground of the arena one (1) week prior to the event and will continue this maintenance through the event itself. In addition, rakes and drag will be done as needed by the City of Gallup staff. During the City will provide staff for essential grounds, electrical, and water as well as a black widow arena groomer as needed.
 - Free Wi-Fi through the grounds (password secured)
4. Up to \$45,000 (inclusive of any applicable gross receipts tax) for advertising and payment of an announcer, stock contractors, judges, secretaries, stock feed, barbeque, fajita contest, breakfast and prizes.
5. The City of Gallup agrees to provide a representative at the initial contestants meeting and during the awards ceremony.
6. The City of Gallup Tourism and Marketing department agrees to co-promote the event through its Gallup Real True social media platforms, on its GallupRealTrue.com website, and by listing the event with the State of New Mexico Tourism Department.

D. New Mexico High School Rodeo Association and New Mexico Junior High Rodeo Association shall:

1. Provide funding over a one (1) year, revenue generated through sponsorship efforts that are consistent with the rules of the National High School Rodeo Association (NHSRA), over amount provided by Gallup and in accordance to a predetermined event budget.
2. Provide funding for Stock Contractor (rodeo, goat and cutting)
3. NMHSRA will provide people to help coordinate running of each event
4. Provide funding for Timers.
5. Provide coordination for Advertising, Program Production and agrees to provide necessary materials to the City for its joint marketing purposes as requested by the Tourism and Marketing Department.
6. Provide all production and production support items necessary to conduct the New Mexico High School Rodeo Finals outside of the list supported Gallup. Provide all coordination and resources necessary for extra activities during events. Resources include but are not limited to awards breakfast.
7. Provide scheduled communication of event progress up to and during event.
8. The New Mexico High School Rodeo Association shall maintain fiscal records necessary for full accountability, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred or expended pursuant to this agreement.

E. It is mutually understood and agreed by and between the parties that:

1. Co- Sponsored: City, NMHSRA and NMJHRA shall be co-sponsors of the State High School and Junior High Rodeo Finals.
2. Budget: A budget will be determined by NMHSRA and NMJHRA and City will provide up to \$50,000 as set out above.

3. Division of Income: City and NMHSRA and NMJHRA agree on the following rates for RV spaces and Horse Stalls, and that income from the same will be split 50% to City and 50% to NMHSRA and NMJHRA.

RV Rate:

Water & Electric \$20.00 per day

Water only \$15.00 per day

\$10.00 per day

Stall Rate:

Fully enclosed \$20.00 per day

Covered \$15.00 per day Primitive

Open \$10.00 per day

4. Modification: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
5. Termination: Prior to and no later than May 20, 2019, any party named below may terminate, in writing, this instrument in whole, or in part at any time before the date of expiration.
6. Commencement/Expiration Date: This instrument is executed as of the date of last signature and is effective through June 30, 2019. At which time it will expire unless extended.
7. Supersedes: This Agreement supersedes any and all contracts/agreements to this Agreement between Gallup and the NMHSRA and NMJHRA.
8. Indemnification: Gallup shall not become liable to NMHSRA or NMJHRA, nor their agents, their employees, or their estates for any injury to person or property incurred in the course of this agreement unless such injury shall have resulted from negligent conduct on the part of Gallup or its employees acting within the scope of their employment and official duties. NMSHRA and NMJHRA shall indemnify and hold harmless the City of Gallup, their officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from NMSHRA or NMJHRA and /or their employees own negligent act(s) or omission(s) while NMSHRA or NMJHRA and/or their employees performs or fails to perform its obligations and duties under this agreement. Neither NMHSRA nor NMJHRA shall not become liable to Gallup, nor its agents or employees, or their estates for any injury to person or property incurred in the course of this agreement unless such injury shall have resulted from negligent conduct on the part of NMSHRA or

NMJHRA or their employees acting within the scope of their employment and official duties. Gallup shall indemnify and hold harmless the NMHSRA and NMJHRA, their officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from Gallup or its employees own negligent act(s) or omission(s) while Gallup and/or its employees performs or fails to perform its obligations and duties under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

New Mexico High School and Junior High School Rodeo Association



3/31/19

Robert Detweiler – President NMHSRA/JHSRA Date

Attest: Kassandra Buras
Secretary

City of Gallup, New Mexico

Jackie McKinney, Mayor

Date

Attest: _____
Alfred Abeita, II, City Clerk