



DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Date: June 10, 2010

To: Delia Briones, County Clerk

From: Rosemary V. Neill

Re: Commissioners Court Agenda

Please place the following item on the Commissioners Court agenda for June 14, 2010:

Approve and authorize the County Judge to sign a Temporary Advertising Services Agreement for \$50,000 between the County and the Southwestern International PRCA Rodeo for general promotion and tourist advertising of the County of El Paso and its vicinity to visitors.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be "R. Neill", with a long horizontal stroke extending to the right.

Rosemary V. Neill

Director

Memorandum

To: County Judge Anthony Cobos, Commissioner Anna Perez,
Commissioner Veronica Escobar, Commissioner Willie Gandara, and
Commissioner Daniel Haggerty

From: Rosemary Neill

Date: 6/10/2010

Re: Authorize County Judge to sign Temporary Advertising Services
Agreement- Southwestern International PRCA Rodeo

Action Item

Approve and authorize the County Judge to sign a Temporary Advertising Services Agreement for \$50,000 between the County and the Southwestern International PRCA Rodeo for general promotion and tourist advertising of the County of El Paso and its vicinity to visitors.

Fiscal Impact

Commissioners Court awarded these funds during its budget hearings.

Background Information

Commissioners Court approved an award to the Southwestern International PRAC Rodeo during its budget hearing on August 27, 2009. The award for \$50,000 is to advertise the 2010 event, sanctioned by the Southwestern International Professional Rodeo Cowboy Association. The Rodeo takes place in September at Cohen Stadium.

This is a heritage event and one of the few continuous rodeos still in existence. An all volunteer Board produces the rodeo. The organization seeks to enrich the local community and outlying areas through promotion and advancement of education for youth by contributing to programs and entities that concentrate in areas of enhancement of moral character, integrity and a healthy lifestyle.

This a Pro Rodeo Cowboy Association entity that attracts international cowboys from Canada, Mexico, and Brazil. Hotel occupancy tax funds help market the event regionally to attract an audience from outside El Paso County.

Through television, radio, websites and magazines distributed nationally the Rodeo promotes the cowboy way of life. This year the organization plans billboards, advertising through *Texas Monthly* magazine as well as radio advertising.

Because of its educational mission, the organization plans Cowboys and Kids and Go Western Days at local schools. It will promote its event locally through these educational institutions. The organization plans to generate up to 400 hotel nights for its event.

STATE OF TEXAS)
COUNTY OF EL PASO)
 TEMPORARY ADVERTISING
 SERVICES AGREEMENT

This contract is entered into by and between the County of El Paso, a political subdivision of the State of Texas, hereinafter referred to as "County", and Southwestern International PRCA Rodeo, Inc, a Texas non-profit corporation, hereinafter referred to as "Contractor", witnesseth:

WHEREAS, the County wishes to engage the services of Contractor for the general promotion and tourist advertising of the County of El Paso and its vicinity to attract visitors, pursuant to Texas Tax Code Sections 352.1015 and 352.102(a)(2); and included an allocation for this purpose in its budget for fiscal year 2010; and

WHEREAS, Contractor will provide said services by its out-of-town advertising of The 2010 Southwestern International PRCA Rodeo held in El Paso, Texas during September 2010 to attract tourists and other visitors to El Paso County; and

WHEREAS, Contractor's annual budget, attached hereto as Exhibit A, is hereby approved;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Contractor will provide direct out-of-town tourist promotion and advertising of El Paso County and its vicinity as the site of The 2010 Southwestern International PRCA Rodeo, and will, through such advertising and promotion, solicit and bring visitors to El Paso County.

2. TERM. This agreement shall be effective as of April 1, 2010, regardless of its date of execution. The services of Contractor and all terms and conditions of this agreement are to be performed by December 31, 2010.

3. COMPENSATION AND METHOD OF PAYMENT. The County will pay to Contractor in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) for advertising invoices presented to the County Contract Administrator and verified by the administrator as being an authorized reimbursable expenditure pursuant to Section 4 hereof. Contractor shall submit itemized advertising invoices describing in detail the advertising and promotion services performed for the 2010 Southwestern International PRCA Rodeo. All invoices shall bear the letterhead of the person or company providing said services and the cost of each service. After the County Contract Administrator has verified that the invoices and supporting documentation are authorized expenditures, the administrator shall then present said invoices with their recommendation to the El Paso County Auditor for payment. Payments should be made within 15 days of receipt of all proper documentation to the auditor. Copies (front and back) of all cancelled returned checks relating to the invoices for which the county has issued payment are required to be submitted to the auditor within 60 days after the month in which the checks were issued. Non-compliance with this requirement will result in a material breach of this agreement and will disallow the contractor to receive future consideration for county funding.

4. AUTHORIZED REIMBURSABLE EXPENDITURES. Direct out-of-town advertising authorized for reimbursement pursuant to this agreement shall be defined as electronic, print, radio, television, or billboard advertising that is received, heard, or viewed at least 50 miles outside of the limits of the City of El Paso, Texas. Advertising which is viewed, read or heard both within and outside the 50 mile distance from the city limits shall be reimbursed only in the percentage that out-of-town viewers/readers/listeners bear to the total viewing/reading/listening audience of the particular media company utilized. Advertising production costs shall only be reimbursed in the percentage that the out-of-town audience of media companies utilized bear to the total viewing/reading/listening audience of the particular media companies.

5. ADDITIONAL DUTIES OF CONTRACTOR.

5.1 Contractor shall assume a fiduciary duty with respect to the hotel tax revenue received hereunder.

6. LIMITATION ON USE OF FUNDS AND INDEMNIFICATION. In the event that Contractor does not expend funds in the amount of \$50,000.00 on direct out-of-town advertising as defined in Section 4 hereof for the 2010 Southwestern International PRCA Rodeo, Contractor shall indemnify and reimburse the County for any and all funds received hereunder which are not spent in accordance with the terms of this contract.

7. INDEPENDENT CONTRACTOR RELATIONSHIP AND INDEMNIFICATION.

Nothing herein shall be construed as creating a relationship of employer and employee between the parties. The County shall not be subject to any obligations or liabilities of Contractor that may be incurred in the performance of this contract. Contractor expressly agrees to indemnify and hold harmless the County, its officers, agents and employees, for any and all damages incurred by the County due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor, its agents, volunteers, members or employees.

8. AVAILABILITY OF FUNDS. Contractor understands and agrees that this agreement is not binding on the County unless and until the funds to be paid by the County under this agreement are included in and available for expenditure from the annual operating budget of the County. This fact shall be certified to by the El Paso County Auditor pursuant to Texas Local Government Code Section 111.093(c).

9. LAW GOVERNING CONTRACT. For the purpose of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State

of Texas.

10. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to any of the matters herein provided for, all promises, representations and understandings relative thereto herein being merged.

11. NOTICE. Any notices required under this agreement shall be deemed received 5 days after deposit in the United States Mail by Certified Mail, Return Receipt Requested, or upon the date of hand delivery, at the following addresses:

COUNTY: El Paso County Judge
El Paso County Courthouse, Suite 301
500 E. San Antonio
El Paso, Texas 79901

CONTRACTOR: Mike Byrd, CEO
Southwestern International PRCA Rodeo
C/O Cohen Studium
9700 Gateway North Blvd.
El Paso, Texas 79924

IN WITNESS WHEREOF the parties have executed this agreement on the 14th day of June, 2010.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

By _____
County Judge Anthony Cobos

APPROVED AS TO FORM:

SOUTHWESTERN INTERNATIONAL
PRCA RODEO

Assistant County Attorney

By _____
Mike Byrd

CEO

SOUTHWESTERN INTERNATIONAL PRCA RODEO 2010 BUDGET

				10 BUDGET		
Ordinary Income/Expense						
Income						
AWARDS & GRANTS						
		4010 · County Funds		50,000.00		
Total AWARDS & GRANTS				50,000.00		
CATTLEDRIIVE						
		4120 · CATTLEDRIIVE Entry Fees		0.00		
		4160 · CATTLEDRIIVE OTHER		0.00		
Total CATTLEDRIIVE				0.00		
GALA						
		4210 · GALA Table Sales		15,000.00		
		4260 · GALA Other		1,000.00		
Total GALA				16,000.00		
GOLF TOURNAMENT						
		4300 · GOLF TOURNAMENT ENTRY FEES		3,500.00		
		4310 · GOLF TOURNAMENT SPONSOR		3,000.00		
		4330 · GOLF TOURNAMENT OTHER		1,500.00		
Total GOLF TOURNAMENT				8,000.00		
RODEO REVENUE						
		4610 · EVENT SPONSOR (PACKAGE)		200,000.00		
		4620 · PARKING		9,000.00		
		4625 · HOSPITALITY		2,000.00		
		4630 · PROGRAMS		20,000.00		
		4635 · STOCK CHARGES		1,100.00		
		4640 · SWILS, Shirts, Caps & Jackets		200.00		
		4650 · TICKET SALES		50,000.00		
		4655 · TOUGH ENOUGH TO WEAR PINK		0.00		
		4660 · RODEO REVENUE; MISC INCOME		1,000.00		
		4665 · VENDOR BOOTHS		2,500.00		
Total RODEO REVENUE				285,800.00		
TRAP SHOOT						
		4750 · TRAP SHOOT ENTRY FEES		5,500.00		
		4760 · TRAP SHOOT SPONSOR		2,000.00		
Total TRAP SHOOT				7,500.00		
		4500 · Misc Income		0.00		
Total Income				367,300.00		
Expense						
ADVERTISING EXPENSES						
		6010 · IN TOWN ADVERTISING		32,000.00		
		6012 · OUT OF TOWN ADVERTISING		53,640.00		
		6014 · ADVERTISING Other		0.00		
Total ADVERTISING EXPENSES				85,640.00		

		10 BUDGET
CATTLEDRIIVE EXPENSE		
	6100 · BEVERAGES/FOOD	0.00
Total CATTLEDRIIVE EXPENSE		0.00
GALA EXPENSES		
	6210 · BEVERAGES	2,500.00
	6220 · ENTERTAINERS	4,000.00
	6230 · FACILITY RENTAL	500.00
	6260 · GALA EXPENSES; OTHER	200.00
Total GALA EXPENSES		7,200.00
GOLF TOURNAMENT EXPENSE		
	6300 · BEVERAGES/FOOD	7,000.00
Total GOLF TOURNAMENT EXPENSE		7,000.00
MISC. EXPENSES		
	6505 · ADVERTISING EXPENSE	0.00
	6513 · MISC EXP CONFERENCES/CONVENTION	275.00
	6520 · Interest expense - general	3,500.00
	6530 · Other expenses	200.00
	6536 · Uncategorized Expenses	0.00
Total MISC. EXPENSES		3,975.00
RODEO EXPENSE		
	6610 · AMBULANCE/FIRST AID	2,600.00
	6615 · ANNOUNCER	4,000.00
	6617 · ARENA	6,500.00
	6620 · AWARDS	4,100.00
	6625 · BARREL MEN/BULLFIGHTERS	13,000.00
	6635 · ENTERTAINERS	1,000.00
	6636 · FUEL	800.00
	6637 · HOSPITALITY	1,500.00
	6645 · INSURANCE	7,500.00
	6649 · PHOTOGRAPHER/VIDEOGRAPHER	10,500.00
	6650 · PRCA JUDGE FEES	2,700.00
	6653 · PRCA & WPRA APPROVAL FEES	1,950.00
	6654 · PRINTING	2,000.00
	6655 · PROGRAMS	6,000.00
	6660 · PURSES	56,000.00
	6663 · RENT (FACILITIES)	5,000.00
	6665 · RODEO PRODUCERS	53,000.00
	6667 · SCHOOL EDUCATIONAL SEMINARS	6,000.00
	6670 · SCOREBOARD	3,600.00
	6675 · SECURITY	4,000.00
	6680 · SOUND	7,400.00
	6685 · STOCK CHARGES/STEER LEASE	2,500.00
	6687 · SUPPLIES	3,000.00
	6690 · SWILS Shirts, Caps & Jackets	1,000.00

			10 BUDGET	
		6702 · TOUGH ENOUGH TO WEAR PINK	0.00	
		6708 · VENDOR BOOTH	538.00	
		6710 · RODEO EXPENSES OTHER	600.00	
		Total RODEO EXPENSE	206,788.00	
		TRAP SHOOT EXPENSES		
		6350 · BEVERAGES/FOOD	3,500.00	
		Total TRAP SHOOT EXPENSES	3,500.00	
		6580 · Accounting fees	30.00	
		6585 · Professional fees - other	500.00	
		6590 · Temporary help - contract	10,000.00	
		8100 · Non-personnel expenses		
		6537 · BANK CHARGES	50.00	
		6545 · Donated materials & supplies	4,000.00	
		6550 · Equip rental & maintenance	0.00	
		6553 · MEMBERSHIP FEES & DUES	0.00	
		6555 · Postage, shipping, delivery	400.00	
		6561 · Printing & copying	600.00	
		6565 · Supplies	500.00	
		6570 · Telephone & telecommunications	0.00	
		6810 · RETURN CHECK CHGS	0.00	
		Total 8100 · Non-personnel expenses	16,080.00	
		Total Expense	340,713.00	
		Net Ordinary Income	26,587.00	
		Net Income	26,587.00	

2010 RODEO ADVERTISING BUDGET

	RODEO FUNDS	TRADE AMOUNT	COUNTY FUNDS	
TV				
KTSM	1950	2500	550	
KDBC	3590	4470	880	
KFOX	1650	2000	350	
T48	500			
<i>CUT KVIA AND KINT BECAUSE OF TARGET MARKET DISPOS INCOME AND NO TRADE MONEY</i>				
LOCAL RADIO				
KHEY , KTSM FM	4750	5000	570	
KTSM, KHEY AM	850	1000	150	
KOFX FM	2000	1000		
UNIVISION	1200	1500	300	
KLAQ	1350	1500	150	
OUT OF TOWN RADIO				
KGRT- LAS CRUCES	1500		2000	
KWMW RUIDOSO			3500	
ALAMOGORDO			2700	
BILLBOARDS				
EL PASO- 2	8000			
OUT OF TOWN			35,000	
PRINT				
EP TIMES	2000	2300		
EP VISITORS GUIDE	630	630		
EL DIARIO	2000	2000		
EL DIARIO CHIHUAHUA		2000	2000	
COWBOYS & INDIANS			1250	
PSN			1500	
WOMEN'S PRO NEWS			1040	
TEXAS MONTHLY			1500	
ALL AROUND			200	
TOTALS	\$31,970	\$25,900	\$53,640	\$111,510

EXHIBIT B