

CITY COUNCIL REPORT



Meeting Date: **April 30, 2013**
 General Plan Element: ***Economic Development***
 General Plan Goal: ***Sustain Scottsdale as a tourist destination***

ACTION

Arizona Super Bowl XLIX Host Committee:

Adopt Resolution No. 9344 authorizing: (a) the City Mayor to execute Agreement No. 2013-041-COS with the Arizona Super Bowl Host Committee; (b) annual payment of the Agreement funding requirement, three level payments totaling \$645,840, from the City portion of bed tax allocated toward event development; (c) SCVB additional program initiatives related to the 2015 Super Bowl as set forth in the SCVB request dated January 7, 2013 and as incorporated in Agreement No. 2013-041-COS.

BACKGROUND

The metropolitan Phoenix area successfully hosted the 1996 and 2008 Super Bowls and the benefits of winning the bid and hosting one of the world's most prestigious sporting events were clearly demonstrated.

According to a study conducted by the Sports Business MBA Program in the W.P. Carey School of Business at ASU, Super Bowl XLII, held on February 3, 2008 at University of Phoenix Stadium, generated \$501 million in estimated total economic impact. That is nearly \$200 million more than the 1996 Super Bowl (\$305.8 million), held just 12 years prior. Early estimates of the economic impact for the 2015 Super Bowl are approaching \$600 million.

Given the positive results of the 1996 and 2008 events, Greater Phoenix area representatives submitted a bid proposal in the summer of 2011 for hosting the 2015 Super Bowl. A letter of support from Scottsdale's Mayor Lane was included in that bid proposal, along with a resolution from the City Council to provide the city services reasonably necessary to the success of the 2015 Super Bowl. The proposal was successful and the 2015 Super Bowl was awarded to the Greater Phoenix area.

ANALYSIS & ASSESSMENT

Incremental Visitor Spending Fiscal Impact

While the overall impact is significant, of particular importance is the amount of incremental revenue that is generated to Scottsdale. The estimated *incremental* fiscal impact (taxes) generated as a result of *direct* spending by hotel guests and visitors to Scottsdale is explained in

detail in the attached "Estimated New Scottsdale Economic Impact 2015 Super Bowl Analysis" (Attachment No.3), and summarized below:

SUMMARY OF NET NEW REVENUES

Total new economic activity generated in the community:

Net increase in room revenue:	\$9,923,850
Net increase in "other" taxable spending by hotel guests:	<u>\$4,106,768</u>
Total	\$14,030,618

Total new City revenues (taxes) generated by Super Bowl:

Net increase in bed tax revenue:	\$496,192
Net increase in room revenue sales tax:	\$163,744
Net increase in "other" sales tax revenue:	<u>\$ 67,762</u>
Total	\$727,698

Estimated Incremental Taxes to Scottsdale

	<u>Normal</u>	<u>Super Bowl</u>	<u>Incremental</u>
5% Bed Tax Revenue:	\$478,043	\$974,235	\$496,192
1.65% Sales Tax Revenue:	<u>\$321,872</u>	<u>\$553,378</u>	\$231,506
Totals	\$799,915	\$1,527,613	\$727,698

Based on the above estimates, a bed tax investment of \$645,840 could therefore generate an estimated net gain of \$81,858 in incremental bed and sales tax revenue from visitor spending alone because the \$727,698 is *in addition* to what could normally be realized during this time period, and is a conservative estimate since it represents *only* over-night visitor spending.

This seems reasonable given that the estimate for the 2008 game was \$517,166 in what was then a weakened economy. In addition according to a report provided by the Artigue Agency, a qualified marketing research consultant the city has retained to measure, analyze, and report the Scottsdale economic and fiscal impact associated with the 2015 Super Bowl; the City of Scottsdale incremental tax revenue is conservatively estimated to be \$636,048. This was calculated using an annual inflationary index of 3 percent on the estimated taxes that were generated in 2008.

In addition to the direct economic impact, extensive television coverage, worldwide media exposure, and the first-hand experiences of out-of-town attendees are generally regarded among the greatest benefits of hosting the world's most prestigious sporting event.

According to a 2008 study conducted by the Cronkite School of Journalism and Mass Communications at Arizona State University, the combined worldwide media coverage associated with the 2008 Super Bowl translated to approximately \$60 million in "paid-for value" for the metropolitan Phoenix area.

Specific to Scottsdale is the combined 100-plus hours of national and international coverage from ESPN, FOX Sports and other ancillary networks reporting from the events located in

downtown and throughout the city. The on-air mentions of "Scottsdale," along with the positive corresponding visual portrayals of the city, are very conservatively valued at \$1.75 million (Artigue Agency). This estimate was derived by factoring in both ESPN/FOX ad rates, as well as industry standards for calculating verbal/visual values from live broadcasts.

Proposed Agreement Summary

The following are benefits outlined in the proposed agreement between the City and the Arizona Super Bowl Host Committee.

- Host Committee will include 3,194 hotel and resort rooms within Scottsdale in its official Super Bowl XLIX room block.
- Host Committee, working with the SCVB, will encourage Host Committee sponsors and prominent groups to use Scottsdale hotels and resorts for Super Bowl XLIX.
- Host Committee, working with the Sponsor and SCVB, will encourage the use of Scottsdale venues and businesses as sites for Host Committee events and activities related to Super Bowl XLIX. The Host Committee will encourage the use of Scottsdale bars and restaurants as sites for third parties for private events.
- Host Committee will include Sponsor and SCVB representatives, to the extent qualified, on committees dealing with regional public safety and transportation issues associated with the Super Bowl. Sponsor and SCVB will also be represented on committees, if any, dealing with Host Committee events in Scottsdale.
- Host committee will work with SCVB to highlight key Scottsdale resorts, venues, restaurants, etc. during the Host Committee FAM trip proposed for 2014.
- Host Committee will use commercially reasonable efforts to include applicable Scottsdale businesses in Host Committee's Business Connect Program, benefiting local minority and women-owned businesses.
- Sponsor will have representation in the Host Committee Business Development program, focused on attracting new companies to or expansion of existing companies in Arizona and Scottsdale, and increasing Scottsdale's convention and meeting business.
- In accordance with the Agreement and Sponsor Guidelines, Sponsor or SCVB logo or text will be included in Arizona Host Committee promotional materials including website and brochures.

- In accordance with the Agreement and Sponsor Guidelines, Host Committee will include Scottsdale events in its social media and provide support for Sponsor events, which might include guest speakers, mascot appearances, etc.
- Host Committee will provide Sponsor directly, or if requested by Sponsor, provide SCVB for the benefit of Sponsor, with corporate entertainment and hospitality opportunities related to Super Bowl XLIX consisting of:
 - 12 Super Bowl XLIX Game Tickets
 - 12 Host Committee Pre/Post Game Hospitality Tickets
 - 30 NFL Experience Tickets
 - 12 Tickets, in the aggregate, to Host Committee events or other VIP experiences as mutually agreed upon between the Host Committee and Sponsor
- Host Committee will designate a Host Committee liaison that is available to the Sponsor for questions, concerns, resolutions.
- Host Committee, at the Sponsor's request, will provide an annual meeting and/or written communications that provide updates on all that is occurring in the way of progress, planning of the event, as well as sponsorship deliverables beginning December 2013.
- Host Committee shall provide the Sponsor a Post Event Report, which will enable an evaluation of the Host Committee's performance under this Agreement. Report shall include a valuation of the Sponsorship Benefits. The report shall be provided to Sponsor no later than 60 days following the conclusion of Super Bowl XLIX.
- In addition to the Post Event Report, if requested, Host Committee will work with Sponsor to prepare recap for the Sponsor Council within 60 days following Super Bowl XLIX.
- Host Committee will make available to SCVB additional promotional opportunities related to Super Bowl XLIX.

The execution of the deliverables along with the Scottsdale fiscal impact associated with the event will provide a value equaling or exceeding the requested City direct sponsorship amount as well as reasonable city services.

In regard to a request from the City, the Scottsdale CVB has also provided how they will partner with the City and the AZSBHC to leverage the 2015 Super Bowl for the local tourism industry (Exhibit A). Agreement 2012-053-COS requires new initiative to be approved by City Council.

Community Involvement

The TDC's discussion relating to the AZSBHC sponsorship request took place at the regularly scheduled TDC meeting on April 17, 2012 and January 15, 2013, as well as the City Council Economic Development Subcommittee meeting on February 21, 2013.

RESOURCE IMPACTS

On May 8, 2012, City Council approved Ordinance No. 4019 establishing an allocation of bed tax funds for events and event development. Per the City Council decision, \$1.2 million of City bed-tax funds are annually allocated toward events and event development.

The Host Executive Committee's preliminary operating budget is approximately \$25 million. The NFL requires the Host Committee to provide a number of services at no expense to the NFL, such as team hotel rooms, and certain expenses as a condition of being awarded the bid.

The Arizona Super Bowl Host Committee is seeking \$3 million from the cities and Maricopa County for the 2015 game. The amount of the Host Committee operating budget allocation to each city is based on the formula for Proposition 302 revenue distributions (Attachment No.5). This formula is based on 2010 gross room sales for each city as reported to the State, and the allocations are calculated using a pro-rata percentage of each city's sales tax. This formula was accepted by the Valley CVBs as the fairest way to divide up the operating budget expenses.

Scottsdale's share was calculated per Attachment No. 5. The Paradise Valley portion has been subtracted, leaving a total allocation to Scottsdale of \$645,840. If paid in three installments the amount of \$215,280 would be payable annually in FY2012/13, 2013/14 and 2014/15.

On January 12, 2013, the Tourism Development Commission moved to recommend carrying forward a recommendation to City Council, allocating funds from event development over the next three fiscal years toward support of the 2015 Super Bowl. The commission further recommended that the City engage in a contract with the AZSBHC.

Available Funds

Super Bowl Funds in the amount of \$215,280 are included in the FY2012/13 bed tax budget operating expenses and are available. Currently \$215,280 is also available in the City's tourism program budget over the next three years.

Future budget implications

Based on Financial Services' estimates of future bed tax receipts in FY2013/14 and 2014/15, \$215,280 will be available from the bed tax in each of those two years. The second and third payments would be subject to annual appropriations by City Council through the City's budget process.

If City Council does not appropriate funds to continue this Agreement and pay for charges under this Agreement, the city may terminate this Agreement and the city shall then have no further obligations as to any subsequent fiscal period. Such non-appropriation of funds shall not be deemed a default or breach of any kind.

Proposed contract terms regarding funding specify that any funding is contingent on the appropriate funds from the tourism development portion of bed tax revenue being available.

Cost Recovery

A conservative estimated incremental bed and sales tax generated to Scottsdale, over and above normal overnight visitor spending as a result of Super Bowl 2015 is projected to be approximately \$727,698. This estimate does not include fiscal impact associated with day visitors. The total bed tax investment of \$645,840 could therefore generate an estimated net gain to the City in incremental bed and sales tax revenue from visitor spending and is substantially equal to the proposed investment.

Staffing, Workload Impact

There are no staffing or city services impacts associated with this request for funding. Any requests for city services such as police or traffic control as a result of an NFL sanctioned event being held in Scottsdale would come through the Host Committee or the NFL for the City's consideration separately from this action.

Scottsdale may be asked to provide public safety resources as part of a regional effort. The Super Bowl also asks participating communities to participate in regional transportation planning. In 2008, estimated city in-kind services expenses totaled \$394,944. Expense included police, special event support, and general city services.

OPTIONS & STAFF RECOMMENDATION

Adopt Resolution No. 9344 authorizing: (a) the City Mayor to execute Agreement No. 2013-041-COS with the Arizona Super Bowl Host Committee; (b) annual payment of the Agreement funding requirement, three level payments totaling \$645,840, from the City portion of bed tax allocated toward event development; (c) SCVB additional program initiatives related to the 2015 Super Bowl as set forth in the SCVB request dated January 7, 2013 and as incorporated in Agreement No. 2013-041-COS.

RESPONSIBLE DEPARTMENT(S)

Economic Development

STAFF CONTACTS (S)

Steve Geiogamah, Tourism Development Coordinator Economic Development Department,
sgeiogamah@scottsdaleaz.gov

APPROVED BY



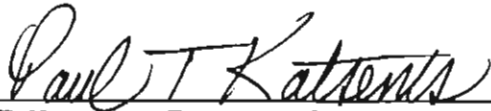
Cindi L. Eberhardt, Economic Development

Assistant Director

480-312-2311, ceberhardt@scottsdaleaz.gov

4/23/13

Date



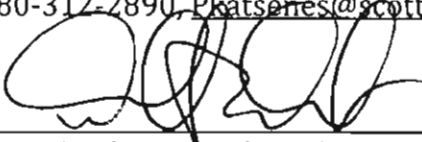
Paul T. Katsenes, Executive Director

Community & Economic Development

480-312-2890, pkatsenes@scottsdaleaz.gov

4-23-13

Date



Dan Worth, Acting City Manager

480-312-5555, Dworth@scottsdaleaz.gov

4-23-13

Date

ATTACHMENTS

1. Resolution No. 9344-Exhibit A
2. Arizona Super Bowl Host Committee Agreement No. 2013-041-COS
3. Estimated New Scottsdale Economic Impact 2015 Super Bowl
4. Staff acceptance letter- SCVB 2015 Super Bowl initiatives
5. Proposition 302 Revenue Distributions
6. January 15, 2013 Tourism Development Commission Minutes

RESOLUTION NO. 9344

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. 2013-041-COS WITH THE ARIZONA SUPER BOWL HOST COMMITTEE ("THE AGREEMENT"); AUTHORIZING ANNUAL PAYMENT OF THE AGREEMENT FUNDING REQUIREMENT FROM THE CITY PORTION OF TRANSIENT LODGING (BED) TAX ALLOCATED TO EVENT DEVELOPMENT; AND AUTHORIZING SCOTTSDALE CONVENTION AND VISITOR'S BUREAU ADDITIONAL PROGRAM INITIATIVES RELATED TO THE 2015 SUPER BOWL AS REQUESTED IN JANUARY 2013 AND AS INCORPORATED IN THE AGREEMENT.

WHEREAS, on July 5, 2011 the City Council approved Resolution No. 8742 wherein it expressed its support of efforts to return the National Football League's Super Bowl to the Greater Phoenix area in 2015; and

WHEREAS, a successful bid effort has resulted in Super Bowl XLIX being scheduled to be played the first Sunday in February, 2015, in the Greater Phoenix area; and

WHEREAS, City desires to contract with the Arizona Super Bowl Host Committee (AZSBHC) for purposes of sponsoring its activities and receiving sponsorship benefits; and

WHEREAS, said sponsorship requires annual, direct payments to the AZSBHC for which City desires to source funding from the City portion of transient lodging (bed) tax allocated to event development; and

WHEREAS, City's contract No. 2012-053-COS with the Scottsdale Convention and Visitor's Bureau (SCVB) requires that new program initiatives be added to that contract through approval by City Council; and

WHEREAS, the SCVB has requested that City add the Super Bowl 2015 program initiatives as set forth in both its January 7, 2013 letter and as memorialized in Contract No. 2013-041-COS;

WHEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Arizona, as follows:

Section 1. The City Council hereby authorizes the Mayor to enter into contract No. 2013-041-COS, with the Arizona Super Bowl Host Committee.

Section 2. The City Council hereby authorizes the direct funding required in contract No. 2013-041-COS, three annual, level payments totaling \$645,840.00, to be sourced from the City portion of transient lodging (bed) tax allocated to event development.

Section 3. The City Council hereby authorizes additional program initiatives related to the 2015 Super Bowl as requested by the SCVB on January 7, 2013, attached as "Exhibit A" hereto, and as memorialized in Contract No. 2013-041-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 30th day of April, 2013.

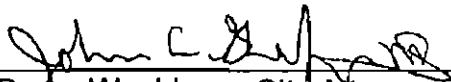
CITY OF SCOTTSDALE, an Arizona
Municipal Corporation

By: _____
W. J. "Jim" Lane
Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: John C. Shafer, III
Assistant City Attorney

TO: Steve Geiogamah and Paul Katsenes, City of Scottsdale
FROM: Rachel Sacco, President & CEO, Scottsdale CVB
RE: 2015 Super Bowl
DATE: Jan. 7. 2013

2008 Results

In 2008, Scottsdale benefitted exponentially from the partnership between the Scottsdale CVB, the City of Scottsdale and the Arizona Super Bowl Host Committee.

The CVB was able to work with our member properties that had Super Bowl availability to help them find groups. We worked in partnership with the City of Scottsdale's downtown group and special events committee staff to create a welcoming environment for national media and special event operators. Together, we worked to ensure that downtown Scottsdale was the hub of Super Bowl activities.

More than 90 hours of coverage originated from ESPN's custom-built set at the downtown Scottsdale site. ESPN broadcasted for seven days and even dropped in Scottsdale CVB b-roll footage as well as facts from the CVB's press kit.

Scottsdale was able to attract approximately 50 Super Bowl-related events to downtown Scottsdale with practically all of them being staged by non-NFL and non-Arizona Super Bowl Host Committee entities.

Occupancy at Scottsdale and Paradise Valley resorts and hotels was at 93.8 percent during those four nights, which was 18 percent higher than the rest of the Phoenix metro area (79.5 percent). Scottsdale/Paradise Valley also had significant advantages over the rest of the Valley in rate (\$410.31 vs. \$267.36 – 54 percent advantage to Scottsdale/PV) and revenue per available room (\$384.87 vs. \$212.95 – 81 percent advantage to Scottsdale/PV) during the Super Bowl. Also, occupancy at Scottsdale/Paradise Valley hotels and resorts was 61.1 percent on Jan. 30, 2008, and 50.5 percent on Feb. 4, 2008.

Scottsdale and Paradise Valley's RevPAR was \$385 per night during the four-night Super Bowl block with Feb. 2, 2008, exceeding \$400 per night. Scottsdale/Paradise Valley RevPAR was 81 percent higher than the rest of the Valley during the four-night Super Bowl block and 78 percent higher over the two weeks examined. As a point of comparison, occupancy at Scottsdale/Paradise Valley hotels and resorts was a remarkable 98 percent on the night of the Fiesta Bowl/BCS National Championship game (Jan. 8, 2007), with an average rate of \$239.06 and RevPAR of \$234.20.

The biggest benefit we received from Super Bowl 2008 was the national and international media exposure to millions of potential visitors. Scottsdale was portrayed as a vibrant, beautiful, warm destination at the beginning of our winter peak season on ESPN, CBS, The Golf Channel, Fox Sports Network and other media outlets.

2008 SCVB Benefits

In the 2008 Hospitality and Promotional Agreement: Scottsdale Convention & Visitors Bureau and Arizona Super Bowl Host Committee, the Arizona Super Bowl Host Committee agreed to do the following during the term of the agreement:

1. Host Committee will work with the Scottsdale CVB to stage an Arizona Super Bowl Host Committee event in Scottsdale.
Results: The City of Scottsdale and the Scottsdale CVB were able to attract approximately 50 Super Bowl-related events to downtown Scottsdale with practically all of them being staged by non-NFL and non-Arizona Super Bowl Host Committee entities. The Host Committee brought an event for local teachers to Scottsdale Center for the Performing Arts.
2. Host Committee will include within its official Super Bowl XLII room block a minimum of 5,000 hotel and resort rooms within Scottsdale and Paradise Valley.
Results: The Host Committee worked hard to get as many Scottsdale and Paradise Valley hotel rooms as possible in the block. Our properties, however, resisted putting in inventory because the NFL restricts the rates that can be charged. By not participating in the blocks, our properties were able to charge higher market-driven rates for their rooms.
3. Host Committee will work with the NFL and Scottsdale CVB to place prominent NFL sponsors and groups at Scottsdale hotels and resorts during the Super Bowl.
Results: Scottsdale and Paradise Valley hotels and resorts accommodated numerous top groups, celebrities and other VIPs.
4. Host Committee will consider Scottsdale venues and businesses as sites for official Super Bowl and Host Committee events and activities.
Results: The Host Committee had very little to do with selection of venues. The NFL and private sector drove this process. The NFL placed very little in Scottsdale, whereas we had great success with working directly with the private sector related to bringing Super Bowl events and activities to Scottsdale.
5. Host Committee will include Scottsdale CVB or City representatives, to the extent qualified, on committees dealing with regional public safety and transportation issues associated with the Super Bowl and committees dealing with Host Committee events in Scottsdale.
Results: It's our understanding at the Scottsdale CVB that the City of Scottsdale officials were included in Super Bowl-related committees. However, we at the Scottsdale CVB were not included in any committees dealing with Host Committee-sanctioned events.
6. Host Committee will use commercially reasonable efforts to include applicable Scottsdale businesses in Host Committee's Emerging Business Program benefitting local businesses, including minority and women-owned companies.
Results: We at the Scottsdale CVB are unaware of any Host Committee efforts to include Scottsdale businesses in the Host Committee's Emerging Business Program.

Expectations: 2015 Super Bowl

The Scottsdale CVB will partner closely with the City of Scottsdale and the Arizona Super Bowl Host Committee to leverage the 2015 Super Bowl for the area's tourism industry. This includes everything outlined per the Scottsdale Convention & Visitors Bureau 2012-13 Destination Marketing Guide, 2012-17 contract with the City of Scottsdale, the Hospitality and Promotional agreement between the City of Scottsdale and the Arizona Super Bowl Host Committee, as well additional Scottsdale CVB efforts listed below.

The Scottsdale CVB expects to far surpass the results from the 2008 Super Bowl contract and increase the benefits that the City of Scottsdale will receive.

Public Relations and Community Affairs

- Participate in committees dealing with Host Committee events and informing constituents on updates and programming
- Attend the 2013 and 2014 Super Bowl media centers to leverage potential corporate partnerships for Scottsdale
 - In conjunction with the Arizona Host Committee, the SCVB will have staff at the Arizona media booth in New Orleans, Jan. 30 – Feb. 1, 2013. The booth will be open to media and the general public and both audiences will have the opportunity to learn more about the destination as well as product and amenity options available for Super Bowl 2015.
 - The CVB plans to meet with ESPN in New Orleans to discuss a site for the 2015 ESPN fan experience broadcast; ESPN is tentatively scheduled to fly-in for a site inspection in Spring 2013.
 - In conjunction with the Host Committee, the SCVB will help staff the Arizona media booth in New York in 2014 and will help fund a media event to draw attention to Arizona's game in 2015.
- Regardless of ESPN presence, the CVB will assist in the development of a "Big Game" fan experience event in downtown Scottsdale during Super Bowl 2015
- Promote the "Big Game" via the CVB's communications efforts during one-on-one media appointments and pitching with both domestic and international media contacts
- "Big Game" listing in a monthly e-newsletter which is seen by more than 6,000 domestic and international media
- Promote the "Big Game" through the CVB's international PR firms in Canada, the United Kingdom and Germany
- Shoot and create new HD b-roll for broadcast distribution (may include video releases and wire distribution)
- Promote "Big Game" happenings to CVB members through the weekly Tourism Industry Update newsletter, which is sent to approximately 1,200 CVB member and industry partners

- *Scottsdale Republic* Calendar Listing – “Big Game” featured in this monthly “Spotlight on Scottsdale Tourism” section in the *Scottsdale Republic* will be seen by nearly 49,500 Scottsdale-area residents

Sales

- Working with the NFL, Host Committee and City of Scottsdale to secure Super Bowl meetings, groups, events and activities for our community.
- Site selection assistance through RFP distribution, site inspection itinerary coordination and execution. Convention Services assistance with RFP service to off-site venues, activities, transportation and additional program components.
- Working with Scottsdale CVB member hotel and resort properties to fill group meeting space and room nights
 - Currently, the Host Committee has secured 20 Scottsdale hotels representing 4,425 rooms and four Paradise Valley hotels representing 5,406 rooms.

Marketing

Marketing Scottsdale to potential Super Bowl visitors and groups via our myriad promotional channels:

Print:

- Calendar of Events Guide Listing – “Big Game” event will be listed in the CVB’s printed calendar of events guides, which the CVB prints 8,000 of each for the January/February edition
- Visitors Guide Calendar Listing – “Big Game” event listed in the CVB’s Experience Scottsdale visitors guide, the primary fulfillment piece for leisure travelers, which is distributed to 200,000 potential visitors throughout the year. The guide also is available for download online.

Online:

- Calendar Listing – “Big Game” will be featured on ExperienceScottsdale.com, which received more than 1.3 million unique website visitors last fiscal year
- Featured Article – Additional “Big Game” event details are outlined by the CVB in a featured article on the CVB’s website
- Home Page Real Estate under “What’s Happening” – “Big Game” promotion included in this high-traffic section and receives a photo, copy and link to additional information
- Facebook Post – “Big Game” will be promoted on the Experience Scottsdale Facebook fan page, which currently has more than 34,680 fans
- Twitter Update – CVB will sent “big Game” event information via its @ScottsdaleAZ Twitter account, which currently has more than 15,700 followers.
- Leisure Monthly Email Blast Listing – “Big Game” featured in a monthly email blast will be seen by more than 60,000 travelers who have requested Scottsdale destination information

- Meeting/Travel Trade Email Blast Listing – “Big Game” featured in a quarterly email blast will be seen by 5,000 qualified travel agents and tour operators and/or 5,400 highly qualified corporate, association and incentive meeting planners

Visitor Services

- Brochure Distribution & Poster Space in CVB Galleria Visitor Center – The CVB’s visitor center at the Galleria Corporate Centre in downtown Scottsdale receives approximately 8,000 walk-in visitors each year

Proposed 2015 City of Scottsdale Benefits

Per Prop 200, with special-event funding residing in the City’s half of the bed tax, the City of Scottsdale will partner with the Arizona Super Bowl Host Committee on the 2015 Hospitality and Promotional Agreement. The following are recommended City of Scottsdale benefits for inclusion within the agreement:

1. Host Committee will work with the City of Scottsdale to stage an Arizona Super Bowl Host Committee event in Scottsdale.
2. Host Committee will attempt to include a minimum of 5,000 hotel and resort rooms within Scottsdale and Paradise Valley in its official Super Bowl XLII room block,
3. Host Committee will work with the NFL and the City of Scottsdale to place prominent NFL sponsors and groups at Scottsdale hotels and resorts during the Super Bowl.
4. Host Committee will consider Scottsdale venues and businesses as sites for official Super Bowl and Host Committee events and activities.
5. Host Committee will include City representatives, to the extent qualified, on committees dealing with regional public safety and transportation issues associated with the Super Bowl.
6. Host Committee will use commercially reasonable efforts to include applicable Scottsdale businesses in Host Committee’s Emerging Business Program benefitting local businesses, including minority and women-owned companies.
7. Host Committee will include City representatives on committees dealing with Host Committee NFL events, private corporate events and event programming.
8. City of Scottsdale logo or text will be included in Arizona Host Committee promotional materials (brochures, website, flyers, etc) promoting the 2015 Super Bowl event, commensurate with sponsorship level (sponsorship package levels TBD).

City of Scottsdale
ARIZONA SUPER BOWL HOST COMMITTEE

SUPER BOWL XLIX SPONSORSHIP AND EVENT FUNDING AGREEMENT

This Sponsorship and Event Funding Agreement (hereinafter referred to as the "Agreement"), dated this 22nd day of April, 2013, is entered into by and between the Arizona Super Bowl Host Committee, an Arizona non-profit corporation ("*Host Committee*"), whose principal address is 9311 E. Via de Ventura, Scottsdale, AZ 85259, and the City of Scottsdale, Arizona, a municipal corporation, ("*Sponsor*"), whose principal address is 4021 N. 75th Street, Suite 102, Scottsdale, Arizona 85251 (Attn: Steve Geiogamah), (Host Committee and Sponsor are sometimes hereinafter collectively referred to as the "*Parties*" and individually as a "*Party*").

RECITALS

WHEREAS, the National Football League ("*NFL*") owns, produces and controls its annual professional football championship game known as the Super Bowl and all rights relating thereto on an exclusive, worldwide basis;

WHEREAS, the NFL awarded to Arizona the opportunity to host Super Bowl XLIX on February 1, 2015 and Host Committee has agreed to serve as the host organization for Super Bowl XLIX;

WHEREAS, Host Committee is an Arizona not-for-profit corporation which is recognized as a tax exempt entity under § 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "*Code*");

WHEREAS, the purpose of the Host Committee is to assist with the organization, administration, management, promotion and operation relating to hosting Super Bowl XLIX; and to promote the public interest of the State of Arizona and the greater Phoenix metropolitan area in particular.

WHEREAS, the NFL and NFL Properties LLC ("*NFLP*") have granted to Host Committee certain rights in connection with its status as host organization for Super Bowl XLIX;

WHEREAS, pursuant to the grant from the NFL and NFLP, the Host Committee is permitted to solicit and secure sponsorships under specified guidelines established by the NFL and NFLP to support its activities in connection with Super Bowl XLIX; and

WHEREAS, Sponsor wishes to become a Host Committee sponsor under the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and Host Committee hereby agree as follows:

AGREEMENT

I. SPONSORSHIP BENEFITS

Subject to NFLP's approval, Host Committee agrees to recognize Sponsor as a sponsor of the Host Committee and will provide to Sponsor the benefits outlined in Exhibit A (the "Sponsorship Benefits"). The Parties intend that Sponsorship Benefits shall permit Sponsor to receive certain acknowledgement and rights in its Business Category (as defined below), to the extent set forth in Exhibit A and in accordance with the Sponsorship Guidelines set forth in Section IV of this Agreement. Such rights shall exclude the right to sell or barter any ticket(s) referenced in Exhibit A or use such benefits in a promotional manner (e.g., consumer give-aways).

II. SPONSOR OBLIGATIONS

- A. Sponsor agrees to pay to Host Committee a sponsorship fee in the total amount of \$645,840.00 (the "Sponsorship Fee") which shall be paid according to the following schedule:

A lump sum payment of \$215,280.00 paid prior to June 30, 2013

A lump sum payment of \$215,280.00 paid prior to December 31, 2013

A lump sum payment of \$215,280.00 paid prior to December 31, 2014

Upon each payment of a portion of the Sponsorship Fee, the rights to a pro rata portion of the Sponsorship Benefits (as determined in accordance with Exhibit A) shall be earned by and vested in the Sponsor (the "*Prorated Vested SBs*").

- B. Payment of the Sponsorship Fee is predicated on Sponsor receiving sufficient, available bed tax monies to make the payment at the time set for payment. City shall not be obligated to make any payment from any other source. Should the City not possess adequate bed tax monies at the time due for any payment, such payment shall be deferred to a mutually agreeable date subsequent. If a mutually agreeable date is not established within 10 days after the applicable payment date, then Host Committee may terminate this Agreement by written notice to City whereupon this Agreement shall terminate, other than the obligation to provide the Sponsor with the Prorated Vested SBs, Host Committee shall have no further obligation to provide any additional Sponsorship Benefits for which the Sponsorship Fee was not paid and, except as expressly provided herein, neither Party shall have any further right, liability or obligation under this Agreement. Host Committee shall have no obligation to refund any portion of the Sponsorship Fee paid prior to any such termination.
- C. Payments are to be made to the order of Host Committee and mailed to the Host Committee at the address first stated above.

- D. Sponsor's Charter prohibits it from making a gift or subsidy of public monies without direct consideration. If Sponsor makes a payment of a portion of the Sponsorship Fee for which neither: (i) a corresponding Sponsorship Benefit was previously received; nor (ii) the Host Committee is required to deliver corresponding Prorated Vested SBs, then Sponsor retains the absolute right to demand, in writing, the return of monies paid for which neither: (a) a Sponsorship Benefit was received; nor (b) Sponsor is entitled to receive Prorated Vested SBs and Host Committee shall return the portion of such monies for which no Sponsorship Benefit was received or for which Sponsor is not entitled to receive Prorated Vested SBs, in a timely fashion. In no event shall Host Committee return any portion of the Sponsorship Fee for which a Sponsorship Benefit was received or a Prorated Vested SB is to be received by the Sponsor. Sponsor acknowledges and agrees that performance of this Agreement by the Host Committee is continuous and Sponsorship Benefits will be vested prorated as portions of the Sponsorship Fees are paid and will be received by Sponsor before and after payments of the Sponsorship Fee during the entire Term over multiple fiscal years.
- E. In addition to the situations and/or circumstances addressed in (D), above, if the value of the Sponsorship Benefits delivered, as calculated by Host Committee in its reasonable business judgment, in its Post Event Report (Exhibit A, #13), do not total the Sponsorship Fee, then Sponsor shall have the absolute right to demand a refund of the difference.
- F. Sponsor acknowledges and agrees that NFLP must approve this Agreement prior to it becoming effective, and that the NFL or NFLP may not approve any or all of the Sponsorship Benefits. In such case, Sponsor agrees that Host Committee may substitute mutually agreeable NFLP-approved Sponsorship Benefits of similar value. The date of the NFLP's approval of this Agreement is the "*Effective Date*".

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon the Effective Date and shall expire on May 31, 2015 (the "*Term*"). As such, the Term of this Agreement includes all or portions of Fiscal Years 2012/2013, 2013/14, and 2014/2015 of Sponsor.

IV. SPONSORSHIP GUIDELINES

The Sponsorship Benefits and Sponsor's right to publicize its affiliation with Host Committee shall be limited by the following guidelines (the "*Sponsorship Guidelines*"):

- A. Commercial Identification Prohibition. Except as expressly allowed by this Agreement, neither Sponsor nor its affiliates, agents, representatives, employees, suppliers or subcontractors will exploit in any manner the nature of their transaction with or services provided to the Host Committee, including without limitation, (a) by referring to the transaction or the services, the Host Committee

or the Super Bowl game in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials, (b) by using or allowing the use of the mark "Super Bowl" or any other service mark, trademark, copyright or trade name now or which may hereafter be owned or licensed by the NFL or NFLP in connection with any service of product, or (c) by otherwise disclosing their affiliation with the Host Committee or the Super Bowl Game for a commercial purpose.

- B. Clearances and Licenses. To the extent the Sponsorship Benefits contemplate Sponsor's or Sponsor's identified agent, the Scottsdale Convention and Visitor Bureau ("SCVB"), production or presentation of any events, Sponsor shall be responsible for obtaining all clearances, licenses, permissions and consents (including without limitation all music clearances, synchronization rights, union and guild fees and the like) as may be necessary for the presentation of any events, and as may be necessary for the further exploitation of any events, to the extent permitted by the NFL or NFLP, in any and all media and in any and all forms, whether now known or hereafter developed.
- C. Territorial Limitation. Sponsor's right to use the Sponsorship Benefits, including any public recognition of Sponsor as a sponsor of the Host Committee is limited to the State of Arizona. For the sake of clarity, Sponsor's use of the rights and benefits under this Agreement, including recognition as a Host Committee Sponsor, through the Internet shall be prohibited unless otherwise approved by Host Committee and NFLP. This provision IV.C applies equally to Sponsor's identified agent, SCVB.
- D. Approval of Host Committee. All copy and graphics proposed for display by Sponsor or SCVB are subject to prior written approval by Host Committee and NFLP. Host Committee and NFLP shall have the right to decline to display any copy or graphics which are in violation of any statute, regulation or ordinance, or which Host Committee and/or NFLP reasonably considers to be misleading or inconsistent with the objectives of the Host Committee or the goodwill of the NFL. All proposed copy or graphics will be submitted by Sponsor to Host Committee no fewer than thirty (30) days prior to the anticipated date of display.
- E. Prohibited Categories. In connection with the Agreement, Sponsor and SCVB shall not have any rights to create, distribute or otherwise use any advertising, commercial, promotion, publicity, marketing, sales materials or display materials (including any materials published on a commercial on-line service, the World Wide Web or successor media) ("*Promotional Materials*") that reference or depict any company engaged in the business of distributing goods or services on the NFL's Prohibited Categories list, as set forth on Exhibit B. In addition, Sponsor's or SCVB's Promotional Materials shall not in any way imply a relationship between NFLP, the Host Committee and/or Sponsor and such company.

F. Limitation of Category.

1. Sponsor's business category shall be limited to Tourism and Economic Development (the "*Business Category*"). All advertising, promotion, marketing or publicity conducted by Sponsor or SCVB utilizing the Host Committee Marks (defined below) as may be authorized under this Agreement shall be limited to products and services in its Business Category.
2. If the Sponsor or its parent company is an existing NFL sponsor pursuant to a separate agreement with NFLP (the "*NFL Sponsorship Agreement*") existing as of the date of this Agreement, the Business Category in connection with this Agreement cannot be broader than the Business Category covered in the NFL Sponsorship Agreement, nor can the Sponsor brands promoted in connection with this Agreement include additional Sponsor brands not approved for promotion pursuant to the NFL Sponsorship Agreement unless otherwise specifically approved by NFLP.

V. SCOPE OF RIGHTS GRANTED

Sponsor acknowledges and agrees that the rights and benefits granted by Host Committee under this Agreement are non-exclusive. Host Committee reserves the right, in its sole discretion, to seek additional sponsorship support in any category. Under no circumstances shall this Agreement be interpreted to imply any rights of ownership. Instead, the only rights granted are those expressly set forth in this Agreement.

VI. LICENSING OF CERTAIN MARKS

- A. Sponsor and SCVB grant to Host Committee a license to utilize Sponsor's and SCVB's trade names, trademarks and/or service marks ("*Sponsor Marks*") for the express purpose of publicizing Sponsor's sponsorship of the Host Committee and Host Committee associated events and activities during the Term. All Host Committee uses of the Sponsor Marks must be approved by Sponsor in writing and in advance of use, such approval not to be unreasonably withheld or delayed.
- B. Host Committee grants to Sponsor and SCVB a license to utilize Host Committee's trade names, trademarks and/or service marks ("*Host Committee Marks*") as shown in Exhibit C (which the Host Committee may update from time to time) for the express purpose of publicizing Sponsor's sponsorship of the Host Committee and specified Host Committee associated events and activities during the Term. All Sponsor uses of the Host Committee Marks must be approved by Host Committee.

VII. INTELLECTUAL PROPERTY RIGHTS

- A. Sponsor acknowledges that it and SCVB are being granted a limited license by Host Committee hereunder to use the Host Committee Marks in accordance with

the terms and conditions of this Agreement and that no further or greater rights are granted in or to the Host Committee Marks.

- B. Sponsor acknowledges that NFLP owns all right, title and interest in and to the Host Committee Marks. Sponsor agrees that neither it nor SCVB will do anything inconsistent with such ownership.
- C. Host Committee acknowledges that it is being granted a limited license by Sponsor hereunder to use the Sponsor Marks in accordance with the terms and conditions of this Agreement and that no further or greater rights are granted in or to the Sponsor Marks. Host Committee acknowledges that it will do nothing inconsistent with Sponsor's or SCVB's ownership of the Sponsor Marks.

VIII. SPONSOR INVOLVEMENT

Unless otherwise stated in this Agreement, Sponsor or SCVB are not directly involved in the management or operation of the activities contemplated or covered by this Agreement; provided, however, Sponsor is solely responsible for the promotion, organization and activities of Sponsor. Host Committee is solely responsible for the promotion, organization and activities of Host Committee.

IX. CONFIDENTIALITY

The Parties, NFL and NFLP acknowledge that Sponsor is a governmental entity subject to public records laws. The terms of this Agreement will be made public for discussion at a regularly scheduled City Council Meeting. The Agreement will also be subject to production when requested in conformity with applicable Arizona public records laws.

X. INDEMNIFICATION

- A. Sponsor will indemnify, hold harmless and defend the Host Committee and its affiliates, directors, officers, employees, shareholders, sponsors, licensees, representatives and agents (collectively the "*Host Committee Parties*") and NFL, NFLP, NFL Ventures, L.P. and its subsidiaries, NFL Ventures, Inc., each of the NFL's thirty-two member professional football clubs (the "*Member Clubs*"), and each of their affiliates, officers, directors, shareholders, agents, representatives, employees, sponsors and licensees (collectively, the "*NFL Entities*") for, from and against any liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) which the Host Committee Parties or the NFL Entities (collectively, the "*Indemnified Parties*") may suffer or incur in connection with, resulting from or arising out of:
 - 1. Any acts or omissions of Sponsor and/or its elected officials, directors, officers, employees, agents, contractors, or servants in connection with the performance of Sponsor's obligations under this Agreement;

2. Any product liability, advertiser's liability or other claim arising out of or in connection with the use by Sponsor of the Host Committee Marks, including, but not limited to any claim based upon an allegation of sponsorship or guaranty by Host Committee of Sponsor products or services unless such loss or damage results from the gross negligence or willful misconduct of a Host Committee director, officer, employee, agent, contractor or servant; and
3. Any breach of any of Sponsor's representations, warranties, covenants or obligations contained in this Agreement.

The Indemnified Parties will have the right to choose and select their own counsel and assume their own defense in connection with any action or proceeding to which the indemnification, hold harmless or defense obligations of this Section would be applicable. This Indemnification section is independent of Sponsor's insurer's agreement to waive its right of subrogation and shall be in full force and effect whether or not an agreement with Sponsor's insurer to waive its right of subrogation is reached, enforce, or enforceable.

B. Host Committee shall indemnify and hold harmless Sponsor and all of its respective affiliates, elected officials, directors, officers, employees, shareholders, representatives and agents ("*Sponsor Parties*") from any liability, obligation, claim, demand, recovery, settlement, deficiency, loss, fines, penalties, damage or expense, including, without limitation, reasonable attorneys' fees, which the Sponsor Parties may suffer or incur, resulting from:

1. Any acts or omissions of Host Committee and/or its directors, officers, employees, agents, contractors or servants in connection with the performance of Host Committee's obligations under this Agreement;
2. Any loss of or damage to property or injury to or death of any person at an official Host Committee event or Host Committee-sanctioned event or activity, including but not limited to any claim based upon an allegation of sponsorship or guaranty by Sponsor of any official Host Committee event or Host Committee-sanctioned event or activity unless such loss or damage results from the willful misconduct or gross negligence of a Sponsor director, officer, employee, agent, contractor or servant; and
3. Any breach by Host Committee of Host Committee's representations, warranties, covenants or obligations in this Agreement.

The indemnification and defense obligations shall survive the termination and expiration of this Agreement.

XI. INSURANCE

During the Term and for a period of two (2) years thereafter, Sponsor will carry and maintain at its own expense during the entire term of this Agreement the insurance programs as

indicated below and to be provided by insurers rated A.M. Best, A-VII or better. A Certificate of Insurance evidencing such program must be delivered to NFLP and the Host Committee within thirty (30) days of the date of execution of this Agreement. Such policies must contain express conditions that: 1) NFLP and the Host Committee be given written notice within thirty (30) days of any modification or termination of any program of insurance, and 2) Sponsor's insurance providers agree to waive any rights of subrogation they may have against NFL Entities and the Host Committee Parties. Failure on the part of Sponsor to procure or maintain required insurance shall constitute a material breach of contract upon which NFLP or the Host Committee may immediately terminate this Agreement. Sponsor shall obtain and maintain at its own expense comprehensive commercial general liability insurance, on an occurrence form, with a combined single limit for bodily injury and property damage, including products liability (including completed-operations coverage), and including coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury, as well as intellectual property infringement, including but not limited to trademark and copyright infringement, in the amount of no less than six million dollars (\$6,000,000) on an each occurrence basis and minimum aggregate limit (with retroactive date equal or prior to the first date of the Term). Sponsor operates and maintains insurance through a self-insured retention program. Sponsor will issue a certificate of insurance giving the NFL Entities and Host Committee Parties the equivalent status of an additional insured under a traditional purchased policy. The Parties acknowledge that under the City's self-insured retention system, City is directly responsible for the first \$2,000,000 of any claim; there is no insurance policy that drop downs below this amount. The Parties acknowledge that City's self-insured retention program provides adequate coverage under this Agreement.

XII. SPONSOR WARRANTIES

Sponsor represents and warrants that:

- A. The individual signing this Agreement on its behalf has authority to sign upon Sponsor's behalf and SCVB's behalf;
- B. Subject to any City Council approvals, execution and performance of this Agreement have been properly and duly authorized by Sponsor; and
- C. Sponsor's Marks do not infringe upon the trademarks, trade names, service marks or other rights of any other person or entity.

XIII. COOPERATION

The Parties shall, in good faith, cooperate with each other and, from time to time, execute and deliver such further instruments as any Party or its counsel may reasonably request to effectuate the intent of this Agreement.

XIV. EXCULPATION

- A. Sponsor agrees to look solely to the assets of the Host Committee for any recourse, and not to the NFL Entities.

- B. Sponsor agrees and acknowledges that the NFL Entities have no obligation to provide any of the benefits outlined in this Agreement.

XV. TERMINATION

- A. Without prejudice to any other rights it may have in law, equity or otherwise, Host Committee shall have the right to terminate this Agreement upon written notice to Sponsor at any time if: (i) Sponsor, except as set forth in Section II.B, fails to make any payment required under this Agreement and fails to correct such default within ten (10) days after receipt of written notice of such default; (ii) Sponsor intentionally disparages or engages in conduct materially detrimental to Host Committee, NFLP, the NFL or any of its Member Clubs or sponsors; or (iii) Sponsor fails to comply with any other material term or condition of this Agreement, including, without limitation, Section XVI.A, and Sponsor does not cure such failure within twenty (20) days after receipt of written notice of such failure by Host Committee; provided that such non-compliance is curable.
- B. Without prejudice to any other rights it may have in law, equity or otherwise, Sponsor shall have the right to terminate this Agreement upon written notice to Host Committee at any time if Host Committee fails to comply with any material term or condition of this Agreement and Host Committee does not cure such failure within twenty (20) days after receipt of written notice of such failure by Sponsor.
- C. Non-appropriation of funds. The Parties acknowledge that Sponsor is subject to the public appropriation laws of the State of Arizona. If Sponsor's City Council does not appropriate funds to continue this Agreement and pay for charges under this Agreement, Sponsor may terminate this Agreement at the end of the then current fiscal period (i.e., the one prior to the fiscal year for which no funds are appropriated) and the terms of Section II.D shall apply. Sponsor shall then have no further obligations during any subsequent fiscal period. Sponsor agrees to give written notice of termination to the Host Committee at least thirty (30) days prior to the end of its current fiscal period and will pay to the Host Committee all portions of the Sponsorship Fee payable during the current fiscal year (i.e., the fiscal year in which the notice is given). Such non-appropriation of funds shall not be deemed a default or breach of any kind.
- D. Upon termination of this Agreement, Sponsor's rights to the Sponsorship Benefits shall cease (except for Host Committee's continued obligation to deliver Prorated Vested SBs), the provisions in Section II.D. shall apply and Sponsor shall remain obligated to the Host Committee for any amounts of the Sponsorship Fee that were paid or due prior to the date of termination for which Sponsor received benefit or is entitled to Prorated Vested SBs.

XVI. GENERAL PROVISIONS

A. Assignment

Neither Sponsor nor Host Committee may assign any rights or obligations under this Agreement or this Agreement itself, in whole or in part, to any other person or entity without the prior express written consent of the other party. By signing below, Host Committee expressly acknowledges that SCVB may receive the performance of Host Committee or perform obligations to Host Committee on behalf of Sponsor, when so notified by Sponsor.

B. Notices

Except as expressly provided to the contrary herein, any notice, consent report, document or other item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished and received when given in writing and personally delivered to and receipted by an officer or designated employee of the applicable Party, or seventy-two (72) hours after the same is deposited in the United States mail, postage prepaid, registered or certified first class mail, return receipt requested addressed as set forth below, or to such other address as either of the Parties shall advise the other in writing or sent by confirmed facsimile transmission:

If to Sponsor:

Steve Geiogamah
City of Scottsdale
Economic Vitality Department
4021 N. 75th Street, Suite 102
Scottsdale, Arizona 85251

If to Host Committee:

Arizona Super Bowl Host Committee
9311 E. Via De Ventura
Scottsdale, Arizona 85259
Attn: Winnie Stolper

C. Entire Agreement: Modifications

This Agreement may not be modified, amended, or supplemented, or otherwise changed, except by a written document executed by an authorized representative of each of the Parties hereto.

D. Non-Waiver of Rights and Breaches

No failure or delay of any Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof, nor shall any single or partial exercise

of any such right preclude other or further exercise thereof or of any other right. The waiver by a Party of any default of any other Party hereunder shall not be deemed to be a waiver of any such subsequent default or other default of any Party.

E. Captions

Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

F. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and authorized assigns.

G. Governing Law, Jurisdiction

This Agreement and any dispute arising under it will be governed by and construed in accordance with the laws of the State of Arizona without regard to conflict of law principles. All disputes pertaining to this Agreement will be decided by a state or federal court located in the State of Arizona and each party consents to personal jurisdiction in such courts. Each party further waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.

H. Loss or Damage

Host Committee shall not be liable for any damage or loss to any of Sponsor's display materials.

I. Default and Injunctive Relief

It is agreed and understood that the limited scope of license granted to Sponsor or SCVB under Section VI.B of this Agreement regarding Licensing of Certain Marks are necessary to protect the integrity and value of the marks of the Host Committee and the NFL Entities, the loss of which cannot be fully compensated by damages in an action at law or any application of any of the other remedies described herein.

Accordingly, in the event that any of the provisions herein are violated, the Host Committee and the NFL Entities shall be entitled to seek, in addition to compensation for its damages and any other relief provided for below, immediate equitable relief, including an injunction requiring Sponsor to comply fully with its obligations under this Agreement. Moreover, if Sponsor defaults in performing its obligations pursuant to the terms of this Agreement, the Host Committee and the NFL Entities shall be entitled to all rights and remedies afforded under Arizona Law, whether at law or in equity, and, if applicable, may obtain appropriate injunctive relief from any court of competent jurisdiction, the

provisions of Section XVI.G of this Agreement notwithstanding. Additionally, and not in lieu of any of the foregoing remedies, in the event any payment is not received as established in Section II. of this Agreement, the Host Committee may withhold the benefits to be provided hereunder until such time as payment is received.

J. Force Majeure

If any of the obligations of any Party is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event (as hereinafter defined), such Party shall not be liable to the other Party or be in breach of this Agreement; provided, however, that all other obligations of the Parties shall continue and when such Force Majeure Event has ceased, then the Parties shall negotiate in good faith regarding an adjustment of their rights and obligations under this Agreement. In each such case, the Party affected by a Force Majeure Event shall promptly notify the other Party of such event or occurrence and shall exert commercially reasonable efforts to overcome such event or occurrence, and resume performance of its obligations with all possible speed. A "*Force Majeure Event*" shall mean causes beyond the control of the Parties, including, but not limited to: an act of God; inevitable accident; fire; labor dispute; riot or civil commotion; act of public enemy; governmental act; acts or significant threats of war or terrorism; regulation or rule; failure of technical facilities; national day of mourning; emergency announcement or news bulletin; inability to obtain supplies; delays in transportation; embargoes; increase in the national terror alert level that prohibits holding the events; or any other reason beyond the control of the Parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence. The exact time and dates of Super Bowl XLIX and the ancillary events are subject to change.

K. Relationship of Parties

This Agreement shall neither be deemed nor construed to create a joint venture or partnership between Host Committee and Sponsor, nor shall this Agreement be deemed or construed as making either Party the agent or representative of the other Party. Neither Party shall have the authority to bind the other Party in any respect.

L. Survival

Except as expressly herein provided, the covenants, acknowledgments, representations, agreements and obligations contained in this Agreement shall survive the consummation or termination of the transactions contemplated by this Agreement and the termination of this Agreement.

M. Compliance with Law

Sponsor agrees to comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) applicable to the performance of Sponsor's obligations to the Host Committee.

N. Condition Precedent to Effectiveness of Agreement

Written approval of this Agreement by an authorized representative of NFLP shall be a condition precedent to effectiveness of this Agreement.

O. Cancellation

To the extent any individual involved in negotiating this contract on behalf of Sponsor becomes affiliated with Host Committee at any time within 3 years from and after 2/15/13, this Agreement is subject to cancellation pursuant to the provisions of ARS Section 38-511. Attorney's Fees. The persons involved with negotiation of this Agreement on behalf of Sponsor are Steve Geiogamah and Jack Shafer.

P. Attorneys' Fees

If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

Q. Authority.

The Host Committee represents and warrants that the person executing this Agreement on behalf of Host Committee has full power and authority on behalf of Host Committee to execute this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto are intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties with respect to the subject matter hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

WHEREFORE, the Parties have caused their respective authorized representatives to execute this Agreement on their behalf, all as of the date set forth below the respective signatures.

"SPONSOR"

By: _____
Printed Name: _____
Title: _____
Date: _____

"THE HOST COMMITTEE"

By: Winnie Stolper
Printed Name: Winnie Stolper
Title: Chief Administrative Officer
Date: 4/22/13

APPROVED BY NFL PROPERTIES LLC

By: Rene Anderson
Printed Name: Rene Anderson
Title: VP Bus. Dev. Sponsorship & Media Files
Date: 4/23/13

APPROVED
NFLP Legal & Business Affairs
RM

ADDITIONAL CITY OF SCOTTSDALE (SPONSOR) APPROVALS

Contract Administrator

By: 

Printed Name: Steve Geiogamah

Title: Tourism Development Coordinator

Date: 4/23/2013

Risk Management Director

By: 

Printed Name: SUZANNE M. WELCH

Title: Contracts Coordinator

Date: 4/23/13

Approved as to Form:

Bruce Washburn, City Attorney

By: 

Printed Name: JOHN C. SHARKEY, III

Title: ASSY. CITY ATTORNEY

Date: 4/22/2013

EXHIBIT A

SPONSORSHIP BENEFITS

Sponsor shall receive the following sponsorship benefits in the Business Category as a sponsor of the Host Committee only to the extent set forth in the attached and in accordance with the Sponsorship Guidelines set forth in Section IV of the Agreement:

1. Host Committee will include 3,194 hotel and resort rooms within Scottsdale in its official Super Bowl XLIX room block.
2. Host Committee, working with the SCVB, will encourage Host Committee sponsors and prominent groups to use Scottsdale hotels and resorts for Super Bowl XLIX.
3. Host Committee working with Sponsor and SCVB, will encourage the use of Scottsdale venues and businesses as sites for Host Committee events and activities related to Super Bowl XLIX. The Host Committee will encourage the use of Scottsdale bars and restaurants as sites for third parties for private events.
4. Host Committee will include Sponsor and SCVB representatives, to the extent qualified, on committees dealing with regional public safety and transportation issues associated with the Super Bowl. Sponsor and SCVB will also be represented on committees, if any, dealing with Host Committee events in Scottsdale.
5. Host committee will work with SCVB to highlight key Scottsdale resorts, venues, restaurants, etc. during the Host Committee FAM trip proposed for 2014.
6. Host Committee will use commercially reasonable efforts to include applicable Scottsdale businesses in Host Committee's Business Connect Program, benefiting local minority and women-owned businesses.
7. Sponsor will have representation in the Host Committee Business Development program, focused on attracting new companies to or expansion of existing companies in Arizona and Scottsdale, and increasing Scottsdale's convention and meeting business.
8. In accordance with the Agreement and Sponsor Guidelines, Sponsor or SCVB logo or text will be included in Arizona Host Committee promotional materials including website and brochures.

9. In accordance with the Agreement and Sponsor Guidelines, Host Committee will include Scottsdale events in its social media and provide support for Sponsor events, which might include guest speakers, mascot appearances, etc.
10. Host Committee will provide Sponsor directly, or if requested by Sponsor, provide SCVB for the benefit of Sponsor, with corporate entertainment and hospitality opportunities related to Super Bowl XLIX consisting of:
 - 12 Super Bowl XLIX Game Tickets
 - 12 Host Committee Pre/Post Game Hospitality Tickets
 - 30 NFL Experience Tickets
 - 12 Tickets, in the aggregate, to Host Committee events or other VIP experiences, as mutually agreed upon between Host Committee and Sponsor
11. Host Committee will designate a Host Committee liaison that is available to the Sponsor for questions, concerns, resolutions.
12. Host Committee, at the Sponsor's request, will provide an annual meeting and/or written communications that provide updates on all that is occurring in the way of progress, planning of the event, as well as sponsorship deliverables beginning December, 2013.
13. Host Committee shall provide the Sponsor a Post Event Report, which will enable an evaluation of the Host Committee's performance under this Agreement. Report shall include a valuation of the Sponsorship Benefits. The report shall be provided to Sponsor no later than 60 days following the conclusion of Super Bowl XLIX.
14. In addition to the Post Event Report, if requested, Host Committee will work with Sponsor to prepare recap for the Sponsor Council within 60 days following Super Bowl XLIX.
15. Host Committee will make available to SCVB additional promotional opportunities related to Super Bowl XLIX.

In the event this Agreement is terminated pursuant to Section II.B or XV.C of the Agreement, the Sponsorship Benefits shall be prorated based on the amount of the Sponsorship Fee paid to the total Sponsorship Fee and such prorated benefits shall be deemed Prorated Vested SBs pursuant to Section II.A. The obligation to provide the Prorated Vested SBs shall survive the termination of this Agreement until received by Sponsor.

EXHIBIT B
PROHIBITED CATEGORIES





(Note that examples listed within specific categories are provided for illustrative purposes only.)

1. Grocers
2. Contraceptives (e.g., condoms).
3. Dietary and/or nutritional supplements and products (including energy drinks) that contain ingredients other than vitamins and minerals for which the FDA has established recommended daily intakes, or any substance prohibited pursuant to League policies. Health and nutrition stores are permitted, provided that they do not reference any dietary or nutritional supplements or products, or any prohibited substances.
4. Distilled spirits and flavored malt beverages (e.g., Smirnoff Ice, Bacardi Silver); however, traditional malt beverages (e.g., beer) and non-alcoholic malt beverages and wine are permitted, subject to specific NFL guidelines.
5. Establishments that feature nude or semi-nude performers.
6. Firearms, ammunition or other weapons; however, stores that sell firearms and ammunitions (e.g., outdoor stores and camping stores) will be permitted, provided they sell other products and the ads do not mention firearms, ammunition or other weapons.
7. Fireworks.
8. Gambling-related advertising, including, without limitation, advertising for any hotel, casino or other establishment that houses gambling regardless of whether the advertising references gambling, as well as any advertising that would violate the terms of the League's television agreements or policy on gambling advertising.
9. Illegal products or services.
10. Movies, video games and other media that contain or promote objectionable material or subject matter (e.g., overtly sexual or excessively violent material), as determined by the NFL.
11. Restorative or enhancement products (e.g., "male enhancement" products).
12. Sexual materials or services (e.g., pornography or escort services).
13. Social cause/issue advocacy advertising, unless otherwise approved in advance by the NFL.

14. Tobacco products (e.g., cigarettes, cigars, pipe tobacco, chewing tobacco and snuff).

15. Pharmaceutical products (both prescription and over-the-counter (non-prescription))

EXHIBIT C
HOST COMMITTEE MARKS

Trademark	Country	Registration Number	Goods/Services
	United States	3,612,951	IC 16: Posters; stickers; paper goods, namely, notebook paper, newsprint, cardboard, book paper, and bond paper
	United States	3,468,708	IC 25: Men's, women's and children's clothing, namely, caps, hats, t-shirts, golf shirts
	United States	3,581,041	IC 28: Toys, namely, plush toys and stuffed toy animals
	United States	3,441,659	IC 35: Promoting sports competitions and events of others; promoting economic development in the State of Arizona; promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with a sports competition; promoting the products of others by distributing advertising materials for others through a variety of methods

**SUPER BOWL 2015
ESTIMATED NET NEW ECONOMIC IMPACT TO SCOTTSDALE
April 2013**

Introduction

The 2015 Super Bowl will be held in February at the University of Phoenix stadium in Glendale. The 2008 Super Bowl was held on February 3, 2008 at the University of Phoenix Stadium. According to a report by the Sports Business MBA Program in the W.P. Carey School of Business at ASU, the 2008 Super Bowl event generated approximately \$501 million in *overall* (direct and indirect spending) economic impact to the Metropolitan Phoenix area.

Summary

The purpose of this report is to provide an analysis of the estimated net new *incremental* economic impact generated by Super Bowl 2015, *visitor spending in Scottsdale*, as a result of either attending the Super Bowl, or participating in accompanying activities.

Estimated incremental taxes to the City during the seven-day period bracketing the Super Bowl are summarized below and explained in detail in the following "Methodology" section.

	<u>Normal</u>	<u>Super Bowl</u>	<u>Incremental</u>
5% Bed Tax Revenue:	\$478,043	\$974,235	\$496,192
1.65% Sales Tax Revenue:	<u>\$321,872</u>	<u>\$553,378</u>	<u>\$231,506</u>
Totals	\$799,915	\$1,527,613	\$727,698

As indicated by the above comparisons, Super Bowl fan spending in Scottsdale would generate approximately \$727,698 in *net new* revenue to the City, over and above what would normally be realized during this time period.

The above estimates are based on conservative assumptions. Preceding the game, NFL sanctioned Super Bowl events will take place over multiple weeks, but increases in hotel occupancy are assumed only for a seven-day period. It is not unrealistic that some additional occupancy may be gained due to these events.

The daily rate assumptions used in this report are based on actual Scottsdale rates occurring during the week of the 2008 Super Bowl. The 2015 rate assumptions represent a 99% increase over the estimated normal rate. In comparison, the recent Super Bowl held in New Orleans generated an Average Daily Rate approximately 200 times higher than normal.

Additional spending in hotels and resorts on spas, golf, dining and hotel boutiques and services generated by the incremental number of visitors who would not otherwise be here is also a source of incremental hotel revenue.

In addition to the short-term economic benefits of hosting one of the world's most prestigious sporting events, there are also significant benefits that are more difficult to quantify. Specifically,

the television exposure and extensive media coverage by national and international press provide a unique opportunity for destination promotion. The familiarity with the Scottsdale area gained by out-of-town attendees, many of whom are high-level corporate executives, is generally accepted as another longer-term benefit leading to potential economic gains through increases in convention, tourism and economic development activity.

Methodology

Definition of Terms

Bed Tax – 5% tax charged on Scottsdale hotel room rate. Also known as “transient occupancy tax”

Fans – *All* visitors coming to Scottsdale for the Super Bowl game and/or for accompanying activities

Hotel Visitor – Fan occupying a hotel room in Scottsdale

Room Night – One hotel room for one night

Visitor Nights – Number of visitors in an occupied hotel room (Scottsdale assumes 1.8 persons/room) times the number of room nights

Section I: ROOM REVENUE

Historical Data

The 2008 Super Bowl at the University of Phoenix Stadium was played on February 3, 2008. As shown below, the average daily room rates (ADR) in the Scottsdale market area for January and February 2007-2009 showed increases from 2007 to 2008, and then significant decreases the following year, indicating that the Super Bowl did in fact positively impact the average rate. It should be noted that severe economic downturn in the economy also impacted the substantial decreases in 2009.

	<u>2007</u>	<u>2008</u>	<u>2009</u>
January	\$215.66	\$221.56 (+2.66%)	\$183.24 (-17.3%)
February	\$224.80	\$250.74 (+10.3%)	\$187.78 (-25.1%)

Comparing ADR's from Smith Travel Research Reports for January and February 2011 to 2012, we find that the January ADR increased 1.13 percent, and February rose 4.44 percent, as shown below:

	<u>2011</u>	<u>2012</u>	<u>Difference</u>
January	\$168.39	\$170.30	(+1.13%)
February	\$175.56	\$183.35	(+4.44%)

Super Bowl 2015 Projected Average Rate (ADR) and Occupancy

We have used a fairly conservative estimate of 5 percent per year annual increases (3% inflation and 2% percent market increase) to the average rates to project the ADR in January/February 2015:

<u>Year</u>	<u>Jan/Feb Combined Avg. Rate</u>
2011	\$171.98
2012	\$176.83
2013	\$185.67
2014	\$194.95
2015	\$204.70

The ADR rate for 2011 and 2012 is based on information obtained from Smith Travel Research. ADR rates (2013 – 2015) were calculated by adding 5 percent per year to the 2012 figures.

The actual Scottsdale average rate for the four days leading up to the 2008 Super Bowl was \$410. The actual Scottsdale average rate for the three days preceding was \$257. Both rates were used to determine room rates for the 2015 Super Bowl.

Comparative occupancy and bed tax receipts for the 2008 Super Bowl are as follows:

Occupancy:

	<u>2007</u>	<u>2008</u>	<u>2009</u>
January	76.9%	66.6%	59.9%
February	77.4%	79.3%	66.1%
Jan/Feb Average	77.2%	72.9%	63.0%

Bed Tax Receipts:

	<u>2007</u>	<u>2008</u>	<u>2009</u>
January	\$693,215	\$629,853	\$567,325
February	\$1,145,222	\$1,065,634	\$838,870

The most recent occupancy figures for January/February are as follows:

<u>Occupancy</u>	<u>2011</u>	<u>2012</u>
January	67.7%	65.8%
February	75.6%	76.8%
Jan/Feb Average	71.6%	71.3%

2011/12 Average: 71.5% Occupancy under “normal” circumstances

Based on the above occupancy figures, the most recent average combined January/February occupancy figure is approximately 71.5%. In 2008 Scottsdale experienced a 93.7 percent occupancy over the four-day Super Bowl weekend. We therefore make the assumption that occupancy in Scottsdale over the four-day 2015 Super Bowl weekend will be 93.7 percent.

Therefore, we estimate that there will be a 22.2 percent increase in “normal” occupancy (71.5% vs. 93.7%) for four days bracketing Super Bowl weekend.

According to the 2008 economic impact report, while the majority of Super Bowl game attendees stay 3.54 average stay in nights, there are additional visitors who do not attend the game who stay 4.58 average stay in nights. It is also important to note that the NFL, media and corporate sponsors typically utilize hotel rooms for a longer period of time, but the 2008 surveys included just game attendees.

As of March, 2013 there are 9,332 hotel rooms in Scottsdale.

Room Revenue

Average rate and room revenue comparisons for the 7-day period bracketing the 2015 Super bowl are as follows:

Normal Room Revenue

9,332 Scts. hotel rms x 7 nights x 71.5% occupancy x \$204.70 avg. rm. rate = \$9,560,853
 \$9,560,853 x 5% (bed tax) = \$478,043 Normal bed tax on room revenue
 \$9,560,853 x 1.65% (sales tax) = \$157,754 Normal sales tax on room revenue

Super Bowl Room Revenue

9,332 Scts. hotel rms x 4 nights x 93.7% occupancy x \$410 avg. rm. rate = \$14,340,298
 9,332 Scts. hotel rms x 3 nights x 71.5% occupancy x \$257 avg. rm. rate = \$ 5,144,405
 Super Bowl room revenue \$19,484,703

\$19,484,703 x 5% (bed tax) = \$974,235 Super Bowl bed tax on room revenue
 \$19,484,703 x 1.65% (sales tax) = \$321,498 Super Bowl sales tax on room revenue

Net New Room Revenue

Room revenue generated with Super Bowl	\$19,484,703
Normal room revenue	(\$9,560,853)
<i>Net new room revenue generated by Super Bowl</i>	\$ 9,923,850

Net New Room Revenue Fiscal Impact (Taxes)

The \$9,923,850 of estimated incremental, net new room revenue will generate new tax revenue to the City as follows:

\$9,923,850 x 5.0% (bed tax) = **\$496,192 Net new bed tax on room revenue**
 \$9,923,850 x 1.65% (sales tax) = **\$163,744 Net new sales tax on room revenue**

Section II: "OTHER" SPENDING

Besides bed and sales taxes generated by room revenue, additional sales taxes will be generated as a result of the spending due to the increased number of visitors to Scottsdale and the higher-than-average, annualized per person/per day visitor spending of both hotel guest and day visitors.

Hotel Guest - "Other" Spending

Per person/per day (pp/pd) hotel guest spending on "other" taxable goods and services (excluding lodging) are based on the following assumptions:

- Per person spending is based on the number of "visitor nights"
- Scottsdale assumes 1.8 visitors per room night
- Visitor nights are calculated by multiplying room nights by 1.8
- Without Super Bowl, hotel guests would spend \$118.31 pp/pd*, excluding lodging

*This figure equals total visitor spending (excluding lodging), adjusted for 3 percent growth per year, as found in the 2011 "Tourism Part II: Visitor Statistics" report published by the Economic Development Department, shown below:

Year	Hotel Guest "Other Spending"
2011	\$105.12
2012	\$108.27
2013	\$111.52
2014	\$114.86
2015	\$118.31

- Assuming 20 percent higher spending, Super Bowl hotel guests will spend \$141.97pp/pd*

*This figure is derived by adding 20 percent to the normal spending figure (\$118.31).

\$118.31 normal spending pp/pd x 20% = \$23.66

\$23.66 + \$118.31 = \$141.97 Super Bowl spending pp/pd

Based on the above, estimated spending by hotel guests on "other" taxable goods and services is shown below:

Normal "Other" Spending

9,332 rooms x 7 nights x 71.5% occupancy x 1.8 ppl/rm = 84,072 Normal visitor nights
 84,072 normal visitor nights x \$118.31 pp/pd spending = \$9,946,558 revenue
 \$9,946,558 revenue x 1.65% sales tax = \$164,118 Normal sales tax on "other" spending

With Super Bowl "Other" Spending

9,332 rooms x 4 nights x 93.7% occupancy x 1.8 ppl/rm = 62,957
 9,332 rooms x 3 nights x 71.5% occupancy x 1.8 ppl/rm = 36,031
 Total Super Bowl visitor nights 98,988

98,988 Super Bowl visitor nights x \$141.97 pp/pd spending = \$14,053,326 revenue
 \$14,053,326 x 1.65% = \$231,880 Super Bowl sales tax on "other" spending

Net New "Other" Spending

Super Bowl	\$14,053,326
Normal	<u>(\$9,946,558)</u>
Net new "other spending" revenue generated by Super Bowl	\$4,106,768

Net New "Other Spending" Fiscal Impact

The \$4,106,768 of estimated incremental, net new "other spending" revenue will generate new tax revenue to the City as follows:

Net new sales tax on "other spending" \$4,106,768 x 1.65% = \$67,762

SUMMARY OF NET NEW REVENUES**Total new economic activity generated in the community:**

Net increase in room revenue:	\$9,923,850
Net increase in "other" taxable spending by hotel guests:	<u>\$4,106,768</u>
Total	\$14,030,618

Total new City revenues (taxes) generated by Super Bowl:

Net increase in bed tax revenue:	\$496,192
Net increase in room revenue sales tax:	\$163,744
Net increase in "other" sales tax revenue:	<u>\$ 67,762</u>
Total	\$727,698

The \$727,698 is *in addition* to what would normally be realized during this time period and could be considered the minimum incremental economic since it only represents over-night visitor spending. Day visitors were not included in this analysis. Impacts of NFL expenditures, corporate entertainment, and Super Bowl affiliated events are not included, and no multipliers have been applied. If one chose to look at the total impact of the Super Bowl in Scottsdale rather than just the net incremental increase, the numbers would be substantially higher.



Economic Development

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March 1, 2013

Ms. Rachel Sacco
Scottsdale Convention & Visitors Bureau
4343 N Scottsdale Rd., Suite 170
Scottsdale, AZ 85251

Re: Arizona Super Bowl Host Committee – 2015 Super Bowl

Ms. Sacco,

This letter is to inform you of City staff concurrence and acceptance regarding the Scottsdale CVB fulfillment efforts outlined in your letter dated January 7, 2013 regarding the Arizona Super Bowl Host Committee-2015 Super Bowl.

The additional efforts outlined in that letter, beginning at "Expectations: 2015 Super Bowl", will supplement activities associated with the Scottsdale CVB 2012-15 Destination Marketing Guides, Scottsdale CVB 2012-17 contract with the City of Scottsdale, as well as the agreement between the City of Scottsdale and the Arizona Super Bowl Host Committee. Additionally, as discussed and as you have previously agreed, the Scottsdale CVB will also be performing specific obligations as the City's identified agent under that agreement.

Per Contract No. 2012-053-COS, Section 2.1.6-New Programs, additional program initiatives outlined here will need to be approved by City Council. I anticipate including that approval as part of a larger council item approving the Arizona Super Bowl Host Committee agreement on March 19th.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gelogamah", written over a horizontal line.

Steve Gelogamah
Tourism Development Coordinator.

Potential 2015 Super Bowl Investments						Attachment No. 5
Maricopa County & Cities within the county						
March. 14, 2012		2008	2008		2015	2015 Scottsdale/ PV Split
	% of Total	Super Bowl	Super Bowl	% of Total	*Super Bowl	
	Gross Room	Assigned	Actual	Gross Room	Pro-Rata (Prop 302)	Pro-Rata (Prop 302)
	Sales 2003	Investment	Investment	Sales 2010	Investment	Investment
Chandler	2.8%	\$44,849	\$0	3.7%	\$111,000	\$111,000
Fountain Hills	0.3%	\$5,134	\$5,134	0.3%	\$9,000	\$9,000
Glendale	7.1%	\$112,965	\$0	2.4%	\$72,000	\$72,000
Mesa	4.8%	\$77,547	\$77,547	4.6%	\$138,000	\$138,000
Peoria	0%	\$0	\$0	1.1%	\$33,000	\$33,000
Phoenix	48.9%	\$782,458	\$782,458	47.7%	\$1,428,000	\$1,428,000
*Scottsdale/PV	28.5%	\$346,268/\$109,347	\$346,268/\$23,748	27.6%	\$828,000	\$645,840/\$182,160
Tempe	7.6%	\$121,432	\$121,432	8.4%	\$252,000	\$252,000
Wickenburg	0%	\$0	\$0	4.2%	\$129,000	\$129,000
City Cash Investments	100%	\$1,600,000	\$1,356,587	100%	\$3,000,000	\$3,000,000
* Actual pro-rata share based on 2010 gross room sales & Prop 302 allocations in 2011-12						
Regarding the gross room sales percentages for 2010, Scottsdale's portion was 78% of the total, while Paradise Valley represented the other 22%.						

**SCOTTSDALE TOURISM DEVELOPMENT COMMISSION
CITY OF SCOTTSDALE
SCOTTSDALE CENTER FOR THE ARTS (SCA)
LARGE CONFERENCE ROOM
7380 EAST 2ND STREET
SCOTTSDALE, ARIZONA 85251
JANUARY 15, 2013
REGULAR MEETING
APPROVED MINUTES**

- PRESENT:** Michael Hoffmann, Chairman
Kathleen Glenn, Vice Chairwoman
Ace Bailey, Commissioner
Tom Enders, Commissioner
Ren Hirose, Commissioner
Robert McCreary, Commissioner
David Scholefield, Commissioner
- STAFF:** Steve Geiogamah
Holli Shannon
Paul Katsenes
Jack Shafer
Madeline Clemann
- GUESTS:** Rachel Sacco, SCVB
Carolyn Stockel, SCVB
Winnie Stolper, Arizona Super Bowl Host Committee
Robin Rodgers, Civic Center Mall
Valerie LeBlanc, Places Consulting

1. Call to Order/Roll Call

Noting the presence of a quorum, Chairman Hoffmann called the regular meeting of the Scottsdale Tourism Development Commission to order at 8:00 a.m. He welcomed Commissioners Hirose and McCreary to the TDC.

2. Approval of Minutes

- November 20, 2012 Meeting

COMMISSIONER BAILEY MOVED TO APPROVE THE MINUTES OF THE NOVEMBER 20, 2012 TOURISM DEVELOPMENT COMMISSION MEETING. COMMISSIONER SCHOLEFIELD SECONDED. THE MOTION CARRIED BY A UNANIMOUS VOTE OF SEVEN (7) TO ZERO (0).

3. Staff Liaison's Report

a. Staff Bed Tax Collection Report

Mr. Geiogamah reported on bed tax collections activity from November. The bed tax was down 14% for November, and down 13% in room sales tax. Miscellaneous retail sales tax was up 8%, while restaurant sales tax was 4%. The Tax Audit Department attributed the bed tax decline to two late payments that did not post until December. If those payments are taken into account, the bed tax was down 8% for November. The year to date (YTD) actuals, including the two late collections, is down 2%.

Commissioner Scholefield noted that a field hockey tournament was held at Reach 11 in November 2011, but not in 2012. Commissioner Hirose said NASCAR weekend was not as strong this year. The first two weeks of December were good, but the last two were soft. Commissioner McCreary said New Year's Day was strong, and corporate parties are beginning to make a comeback. Commissioner Bailey reported that trolley tours are fully booked through May.

b. Bed Tax Proforma

Mr. Geiogamah reviewed changes to the proforma. Event Retention and Development expense line has been updated to include events such as the 2013 Baseball Festival. The rest of the proforma was updated based on expenses for the month. It also reflects City Council's decision to allocate \$900,000 from the Tourism Special Fund Program to the Tournament Players Club and Stadium Course renovations.

c. Smith Travel Report

Mr. Geiogamah reported that market area occupancy YTD is up 1.5%. The Average Daily Rate (ADR) is flat, and Revpar is up 2%. For November, all three performance measurements were down. Transient occupancy YTD is up 2.9% through November, while group ADR is down 0.3%, and group Revpar is up 2.6%. Commissioner Hirose requested reports with daily segmentation to reflect differences between weekend and weekday business.

d. Program Updates

Ms. Clemann provided an update on the initial weeks of the 2012/2013 Hospitality Trolley season. Ridership data collected so far points to no certain conclusion. Each year of the trolley season started on a different day, making direct comparisons difficult. Barrett-Jackson generates a huge boost in ridership and seems to grow every year. Awareness of the route has increased each year, and some inquiries have come from out of state visitors. Advertising was not easy to get this year, and was very time consuming for staff. It might be easier to get more sponsors if the program were extended to restaurants and other venues.

Mr. Geiogamah reported that several event producers have expressed interest in promoting, and the SCVB has helped promote the trolley service. Commissioner Bailey suggested a change to clarify the trolley map. Ms. Clemann reviewed data on passenger boardings and deboardings at sponsoring stops.

Vice-Chairwoman Glenn inquired whether the trolley route changes every year based on the resorts that opt to sponsor it. Ms. Clemann responded that it does. The challenge is that the route cannot be set until the sponsors are secured. Vice-Chairwoman Glenn proposed offering discounts to resorts that sign onto a long-term commitment. Chairman Hoffmann agreed. Since the trolley enjoys limited support from City Council, it would help to understand the trolley's value to the tourism community. The trolley's impact on traffic and parking should also be factored in. Ms. Clemann noted that the Arizona Republic is preparing a story on tourism in Scottsdale, which will touch upon the measures the City is taking to address traffic congestion and parking.

Ms. Sacco expressed the hotel community's concern that they are being asked to solve Scottsdale's transportation issues alone, when that problem stretches far beyond tourism. City Council's conversations suggest that if the hotels do not support the trolley financially, then they do not value it, which is not really the case. If the TDC believes the trolley makes a difference, they could consider allocating bed tax dollars to support it, rather than relying solely on hotel sponsorships.

Commissioner Bailey inquired about advertising rates. Ms. Stockel said rates are based on ad placement locations. Sponsors can also buy into a tier that would guarantee a stop outside their business. Ms. Clemann added that the service will have new vehicles next year, which will make boardings easier and feature additional interior spaces for advertising. Commissioner Hirose suggested offering coupons to riders for businesses that sponsor the route. When businesses see the coupons in use, it would serve as a measurement of the trolley's value.

Mr. Geiogamah suggested this item be placed on an upcoming TDC agenda for additional discussion. Chairman Hoffmann stated that transportation in Scottsdale is a huge issue, and the burden of providing in-season transportation should not rest exclusively on the hotels. Paul Katsenes noted that the five-year Tourism Development and Marketing Strategic Plan addresses transportation problems. That plan will be brought before City Council on February 12, in an open work study session.

4. City of Scottsdale Board and Commission Annual Ethics Training Session

Jack Shafer of the City Attorney's Office provided the TDC with their annual ethics training, covering the open meeting laws, conflicts of interest, and gifts.

5. Election of Officers

COMMISSIONER SCHOLEFIELD MOVED TO RE-ELECT COMMISSIONER HOFFMANN AS CHAIRMAN. COMMISSIONER BAILEY SECONDED. THE MOTION CARRIED BY A VOTE OF SIX (6) TO ZERO (0). CHAIRMAN HOFFMANN RECUSED HIMSELF.

COMMISSIONER ENDERS MOVED TO RE-ELECT COMMISSIONER GLENN AS VICE-CHAIRWOMAN. COMMISSIONER SCHOLEFIELD SECONDED. THE MOTION CARRIED BY A VOTE OF SIX (6) TO ZERO (0). VICE-CHAIRWOMAN GLENN RECUSED HERSELF.

6. Tourism Development Commission Annual Report

Mr. Geiogamah said the Tourism Development Commission Annual Report would be forwarded to City Council in February. The report identifies the major topics discussed actions taken, commission attendance, and identifies key issues that the Commission might address in the upcoming year.

COMMISSIONER BAILEY MOVED TO APPROVE THE TOURISM DEVELOPMENT COMMISSION ANNUAL REPORT AS PRESENTED. COMMISSIONER ENDERS SECONDED. THE MOTION CARRIED UNANIMOUSLY BY A VOTE OF SEVEN (7) TO ZERO (0).

7. Arizona Super Bowl Host Committee Sponsorship Funding – Super Bowl 2015

Winnie Stolper, Arizona Super Bowl Host Committee, said the Committee is in the early stages of pulling the organization together. The Super Bowl bidding process is extremely competitive and gets costlier every year as more requirements are added. Corporate and government entities indicate that Arizona is ready for another Super Bowl. A successful bid would shine a light on Arizona, draw tourism and convention business, and stimulate economic development. The Committee will work with the SCVB to identify venues in Scottsdale for events and parties. The expansion plans for WestWorld will be aggressively marketed to the NFL. Downtown Phoenix will host the Super Bowl Village because of its proximity to the media. The big complaint last time was the lack of things to do in downtown Phoenix, but that has changed to some extent. Scottsdale is a huge draw for NFL owners, and for private parties.

Commissioner Scholefield inquired about plans to overcome objections to an Arizona bid in light of the S.B. 1070 controversy. Ms. Stolper explained that the Committee is working with the Commerce Authority, Arizona Office of Tourism, area CVBs, and the Greater Phoenix Economic Council (GPEC) on a plan to address that issue.

Ms. Sacco stated that since Prop 200 clearly delineates between funds for marketing, and tourism funds on the City's side of the ledger, the SCVB would prefer that the City's financial contract be with the Super Bowl directly. That way, the SCVB would avoid placing itself in a vulnerable position should a future City Council decide not to continue funding the payment installments. Other than that, the SCVB would still serve as the City's agent to do all the event-related work. In response to an inquiry from Vice-Chairwoman Glenn, Mr. Geiogamah said the City was prepared to proceed either way, however, he noted that the TDC's existing recommendation calls for a contract between the SCVB and the Host Committee.

COMMISSIONER BAILEY MOVED TO RECOMMEND TO CITY COUNCIL THAT FUNDS BE ALLOCATED OVER THE NEXT THREE FISCAL YEARS TO THE ARIZONA SUPER BOWL HOST COMMITTEE, AND THAT THE CITY ENGAGE DIRECTLY IN A CONTRACT WITH THE COMMITTEE, RATHER THAN THROUGH

THE SCVB. VICE-CHAIRWOMAN GLENN SECONDED. THE MOTION CARRIED UNANIMOUSLY BY A VOTE OF SEVEN (7) TO ZERO (0).

8. Tourism Development and Marketing Strategic Plan

Valerie LeBlanc provided an update on the Tourism Development and Marketing Strategic Plan. The report will be provided to City Council in a work study session on February 12. The plan includes input from more than 150 people, addressing the tourism industry's assets and issues. Data analyses compare Scottsdale with other markets and prevailing trends. An identity matrix explains what makes tourism sustainable for a community, and why tourism should be taken seriously in terms of a municipality's economic development plans. The plan concludes with recommendations for moving forward. Three strategic planning sessions were used to work out implementation strategies. Mayor Lane and other elected officials were invited to participate in the plan development.

Ms. LeBlanc said strategic planning is critical in an industry like tourism. A major point of the plan is the need for Scottsdale to transition from a resort-oriented focus to a destination-oriented focus. Many of the strategies aim to achieve this goal. Character of place has been lost in some of brand communications, not at the SCVB level, but at the level of thousands of other decision-makers within the tourism industry. Every piece of communication has to be re-imbued with character of place. Resorts are individual accommodations and experiences, not places. Advertising agencies understand how to brand products, not places, which are more complex. Scottsdale has many successful industry professionals, but this can be an obstacle to progress, as it is harder for them to accept new ways of thinking.

Ms. LeBlanc said another key obstacle is the desire among many to keep Scottsdale the same. They must realize this is impossible. If things remain the same, the natural state of affairs will be for Phoenix to absorb Scottsdale into its megalopolis, with little identifiable difference between the two. The notion that an enterprise's self-interest is embedded in the City's success is not prevalent in Scottsdale. Too much pressure has fallen on the City and the SCVB to improve tourism, when many other players should be involved.

Ms. LeBlanc explained that a city needs a center of activity. Scottsdale's downtown has a lot of potential, but also needs serious enhancement if that potential is to be realized. The strategic plan proposes ways to change the investment environment downtown. If Scottsdale took the steps necessary to make downtown the type of vibrant center of activity that many envision it to be, it would possess something that no other community in the Valley has, and few places in the country have. Downtown would become a tremendous asset, offering the qualities that the next generation is looking for in a destination. Scottsdale needs to take a conscious, future-focused, systems-thinking approach to tourism, as an accompaniment to the excellent tactical thinking it already possesses.

Ms. LeBlanc said any other destination with an asset like the McDowell Sonoran Preserve would already have a serious private sector involvement in bringing visitors there for a desert experience, with no need to wait for the public sector to build a facility

like the DDC. She felt the business market would not stabilize to accommodate old lavish spending habits any longer. Character of place will dictate rate premiums. If the community works together to develop a strong character of place, social capital will result, which means lots of people getting involved to do things that help visitors create their own unique experiences. Interpretation of place has to be pervasive. Attracting the next generation will be problematic for Scottsdale, especially if the transportation problem is not addressed.

Ms. Leblanc concluded by saying the strategic plan, if implemented, would create not only a thriving and sustainable industry, but a thriving and sustainable place to live. We do not inherit the earth from our ancestors; we borrow it from our children. This should be viewed as an obligation. Scottsdale has to move away from being a suburb, and towards being a city.

Commissioner Bailey requested a deeper explanation of character of place. Ms. LeBlanc responded that places are too complex to be branded. The Scottsdale Identity Matrix consolidates feedback from participants who expressed the qualities they feel make Scottsdale special. That matrix should be viewed as a living document that can be refined over time. All the great destinations of the world are very clear about what kind of place they are, but that narrative is missing in Scottsdale. The plan does not propose taking away from anything that is already being done, but suggests an additive layer that emphasizes Scottsdale's uniqueness. The international tourism market is increasingly competitive, and destinations must sell their uniqueness. Scottsdale has uniqueness, but this is not being pervasively sold. This aspect is even more important for the next generation, because they are more time deprived, and less sensory aware. Imbuing downtown with a strong character of place will create actual experiences that will attract them.

Commissioner Scholefield queried whether the plan recommends implementation in its entirety, or could the City move forward with just some aspects. Ms. LeBlanc said ideally the City should enact as much as possible, but the effort to develop downtown's identity is crucial. Scottsdale is only ten to 15 years away from being absorbed by the megalopolis, unless it can find a way to distinguish itself. The plan also includes strategies for going after the international market in a sophisticated way.

Commissioner Scholefield noted that transportation is a hot-button issue, and City Council could decide to table the project to avoid controversy. Ms. LeBlanc said Scottsdale cannot afford to wait on transportation. Opportunities exist for entrepreneurial solutions if the public sector does not act. Commissioner Bailey felt education is key to getting people to accept transit. Experience shows that once people learn how a transportation system works and realize how simple it can be, they use it. Ms. LeBlanc said many employers already pay for private transportation to get employees to work. The plan recommends researching the situation to determine whether a coalition of employers could make something happen.

Mr. Geiogamah reported that staff is working to identify ways to implement the plan's recommendations. Paul Katsenes said it is important that the TDC, on February 12, come forward to make industry-related statements about the components of the plan from an informed perspective. If the industry feels strongly about the transportation

issue, they should try to move the discussion forward in a positive way to ensure that it has a future.

In response to an inquiry from Commissioner Bailey, Ms. LeBlanc explained that the plan's transportation vision is multi-faceted. The problem in Scottsdale there has been no effort to link up all the entities that are required to find a solution. The consulting team held many meetings to solicit input for the plan, but apart from the SCVB, which was at every meeting, the tourism industry participated little.

9. Identification of Future Agenda Items

Chairman Hoffmann noted that the February agenda includes items on the hospitality trolley and the Tony Neissen Center.

Commissioner Enders felt that the entire process of evaluating and funding events should be re-examined and revised as necessary. Mr. Geiogamah said he would provide an update on the Event Program to start the conversation. Chairman Hoffmann suggested that the TDC not discuss the Horses and Horsepower event until March, once the TDC has decided on the best way to approach the entire event process.

10. Public Comment

Ms. LeBlanc stated that the City did a stellar job in supporting the consulting team throughout the process of developing the strategic plan. Scottsdale is a very well run city, with all the tools necessary to handle the next stage of tourism development.

11. Adjournment

The meeting adjourned at 9:54 a.m.

Respectfully submitted,
AV Tronics, Inc. DBA AVTranz.

Arizona Super Bowl XLIX Host Committee

City Council Meeting
April 30, 2013

Super Bowl XLIX

- Authorize agreement with the Arizona Super Bowl Host Committee.
- Approve three payments totaling \$645,840, from the City portion of bed tax allocated toward event development.
- Authorize SCVB additional program initiatives related to the 2015 Super Bowl.

Super Bowl XLIX

- The metropolitan Phoenix area successfully hosted the 1996 and 2008 Super Bowls.
- Super Bowl XLII, held on February 3, 2008 generated \$501 million in estimated total economic impact.
- Early projections regarding the economic impact for the 2015 Super Bowl are approaching \$600 million.

Super Bowl XLIX

SUMMARY OF NET NEW REVENUES

Total new economic activity generated in the community:

Net increase in room revenue:	\$9,923,850
Net increase in "other" taxable spending by hotel guests:	<u>\$4,106,768</u>
Total	\$14,030,618

Total new City revenues (taxes) generated by Super Bowl:

Net increase in bed tax revenue:	\$496,192
Net increase in room revenue sales tax:	\$163,744
Net increase in "other" sales tax revenue:	<u>\$ 67,762</u>
Total	\$727,698

Estimated Incremental Taxes to Scottsdale

	<u>Normal</u>	<u>Super Bowl</u>	<u>Incremental</u>
5% Bed Tax Revenue:	\$478,043	\$974,235	\$496,192
1.65% Sales Tax Revenue:	<u>\$321,872</u>	<u>\$553,378</u>	<u>\$231,506</u>
Totals	\$799,915	\$1,527,613	\$727,698

Super Bowl XLIX

Additional Benefits

- Extensive television coverage
- Worldwide media exposure
- Experiences of first time out-of-town attendees
- Scottsdale media valued at \$1.75 million

Super Bowl XLIX

- The execution of the deliverables associated with the event will provide a value equaling or exceeding the requested City direct sponsorship amount.
- If the value of the Sponsorship Benefits delivered do not total the City contribution, the City shall have the absolute right to demand a refund of the difference.

Super Bowl XLIX

Available Funds

- Currently \$215,280 is available in the City's tourism program budget each of the next three years.
- Payments would be subject to annual appropriations by City Council through the City's budget process.

City of Scottsdale

April 30, 2013

Super Bowl XLIX Overview

- Arizona will host Super Bowl XLIX on February 1, 2015

- Hosting Super Bowl in Arizona provides significant opportunities to:
 - Create meaningful economic impact -- \$500+ million in 2008
 - Create positive 'story' on local and global platforms
 - Leave a lasting legacy in the region

- Host Committee role & mission
 - Execute Arizona's plan to maximize impact of Super Bowl
 - Liaison with all Arizona stakeholders and NFL

Benefits to Scottsdale \$3 Million+

- Estimated incremental taxes \$ 727,698*
- Benefits delivered by Host Committee \$ 645,840
- Conservative estimate of media coverage \$1,750,000*
- Not included: direct & indirect visitor spending

*Source: City Council Report

Sponsorship Benefits

- City sponsorship similar to corporate sponsorship

- Increased business for Scottsdale
 - Hotel rooms – 3,000+ with exposure to prominent groups
 - Super Bowl XLIX Visiting CEO Program – attract new businesses to & expansion of existing businesses in Scottsdale
 - Super Bowl XLIX Business Connect Program – garner contracts for small businesses
 - Scottsdale resorts, restaurants, & bars highlighted in FAM tour – introduce key travel planners to Scottsdale

Sponsorship Benefits

- Marketing
 - Inclusion in TV, radio, print, outdoor, transit ads
 - Media Guide (5,000+)
 - Event Guides and Programs (200,000+)
 - Website recognition and links
 - Email blasts
 - Host Committee events
 - Aggressive social media initiative

Sponsorship Benefits

- SBXLIX Committees
 - Economic Development
 - Events
 - Hospitality
 - Media Messaging

- SBXLIX Hospitality

**SUPER BOWL XLII WAS A HUGE
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SUPER BOWL XLIX WILL BE TOO!

Item 3

Steve Geiogamah
Presentation

Arizona Super Bowl XLIX Host Committee

City Council Meeting
April 30, 2013

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Super Bowl XLIX

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David Rousseau
& Winnie Stolper
Presentation

City of Scottsdale

April 30, 2013



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