



Economic Vitality Department
4021 N 75th Street, Suite 102
Scottsdale, AZ 85251
480.312.7989
480.312.2672 fax
www.scottsdaleaz.gov

To: Honorable Mayor and City Council

From: Steve Geiogamah, Economic Development Manager-Tourism
480-312-4013
sgeiogamah@ScottsdaleAZ.gov

Date: June 2, 2014

Subject: Scottsdale Fan Fest Event
June 3, 2014 Agenda Item 26

Macerich, Scottsdale Fashion Square has made changes to their June 3rd Agenda Item 26 presentation. Attached slides 18-20 have been updated to reflect a more succinct outline of the budget.



Financial Outline & City Funding Request

ESTIMATED EVENT FUNDING SOURCES	
Cash Sponsorships	
Anticipated national/local brand sponsors <i>Note: Sponsorship funding procurement in progress; estimation for financial outline purposes only.</i>	\$400,000
TOTAL ESTIMATED FUNDING SOURCES	\$400,000
ESTIMATED EVENT EXPENSES	
Event Activation	
<i>Note: Event is scalable pending revenue amount.</i>	
*Event producer & staffing *Infrastructure (tents, lighting, staging, signage, sanitation, first aid, technical support) *Marketing materials *Permits & Licensing	\$800,000
Public Safety & Security	
*Off-Duty SPD: \$47,700 *Scottsdale Fashion Square Security: \$36,300 *Equipment/supplies: \$8,000	\$92,000
Advertising & Promotion	\$160,000
TOTAL ESTIMATED EXPENSES	\$1,052,000
SURPLUS/DEFICIT	-\$652,000
BED TAX FUNDING REQUEST	\$475,000



Financial Outline & City Funding Request

BED TAX FUNDING REQUEST		\$475,000
MARKETING ROI / VALUE ADD		
ESPN Fan Fest Live Broadcast		\$1,750,000
ESPN - Scottsdale Promotion Placement *Minimum 20 Scottsdale mentions M-F *Minimum 10 Scottsdale mentions Sa-Sn *One :30 commercial TV spot of Scottsdale		\$600,000
Scottsdale Fashion Square Media/PR Value *On-mall signage, digital & social media *Local & national Media/PR Value		\$150,000
Other Arizona Macerich Centers (10 malls) Media/PR Value		\$90,000
CA, CO, NY, IL Macerich Centers (4 malls) Media/PR Value		\$40,000
SUBTOTAL ROI / VALUE ADD		\$2,630,000
ADDITIONAL ROI		
Estimated City of Scottsdale Incremental Sales Tax Revenue in Downtown Scottsdale as a Result of Fan Fest		\$237,600
TOTAL ROI / VALUE ADD		\$2,867,600



Financial Outline & City Funding Request

MACERICH IN-KIND & CASH CONTRIBUTION	
IN-KIND	
Event Site Space (2 weeks from load-in to load-out) Covered by Macerich In-Kind Contribution*	
*Macerich is donating the use of the event space to ESPN - this helped to secure ESPN in Scottsdale.	\$420,000
VALUE ADD	
Scottsdale Fashion Square Media/PR Value	
*On-mall signage, digital & social media	
*Local & national Media/PR Value	\$150,000
Other Arizona Macerich Centers (10 malls) Media/PR Value	\$90,000
CA, CO, NY, IL Macerich Centers (4 malls) Media/PR Value	\$40,000
CASH	
Advertising & Promotion	\$160,000
TOTAL IN-KIND, VALUE ADD, CASH	\$860,000



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To: Honorable Mayor and City Council

From: Steve Geiogamah, Economic Development Manager-Tourism
480-312-4013
sgeiogamah@ScottsdaleAZ.gov

Date: May 30, 2014

Subject: Scottsdale Fan Fest Event
June 3, 2014 Agenda Item 26

In order to clearly identify the recommended funding source, the June 3rd Agenda Item 26 requested action has been change to read as follows:

Adopt Resolution No. 9756, with changes, so that the resolution reads:

Authorize funding, not to exceed \$475,000, from the bed tax carry over funds for "Scottsdale FanFest" and authorize the City Mayor to execute Agreement No. 2014-052-COS with the Scottsdale Fashion Square, LLC.

The attached slide will be presented identifying the requested action.

Requested Action

Adopt Resolution No. 9756, with changes, so that the resolution reads:

Authorize funding, not to exceed \$475,000, from the bed tax carry over funds for “Scottsdale FanFest” and authorize the City Mayor to execute Agreement No. 2014-052-COS with the Scottsdale Fashion Square, LLC.

CITY COUNCIL REPORT



Meeting Date: **June 3, 2014**
 General Plan Element: **Economic Development**
 General Plan Goal: **Sustain Scottsdale as a tourist destination**

ACTION

Scottsdale FanFest

Adopt Resolution No. 9756 authorize funding, not to exceed \$475,000, from the city portion of bed tax allocated toward event development for "Scottsdale FanFest" and authorize the City Mayor to execute Agreement No. 2014-052-COS with the Scottsdale Fashion Square, LLC.

BACKGROUND

On April 30, 2013, City Council approved Resolution No. 9344, authorizing the execution of Agreement No. 2013-041-COS in support of the Arizona Super Bowl Host Committee and Super Bowl XLIX to be played on February 1, 2015.

In 2008, the tourism industry consensus was that the City of Scottsdale fared well related to its involvement with Super Bowl XLII. City staff estimated incremental Scottsdale economic impact for the 2008 game was \$517,166. In addition to Scottsdale hotel and resorts being full Scottsdale was positioned to customers as the hip, trendy place to be for Super Bowl with high-end celebrity parties and network television. Scottsdale was able to attract approximately 50 Super Bowl-related events to downtown.

Specific to Scottsdale was 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. ESPN broadcasted for seven days from SouthBridge in downtown Scottsdale. More than 90 hours of coverage originated from ESPN's custom-built set at this site.

ESPN has once again chosen to broadcast live in Downtown Scottsdale the week of the Super Bowl due to the downtown energy. In order to create a high energy destination experience for the site of the ESPN broadcast, Scottsdale Fashion Square, LLC. is creating the Scottsdale FanFest Event and has proposed an agreement with the City of Scottsdale for the 2015 event.

On May 20, 2014, the Tourism Development Commission unanimously recommended that City Council support the agreement between the city and Scottsdale Fashion Square, LLC.

ANALYSIS & ASSESSMENT

In 2008, the Cronkite School of Journalism and Mass Communications at ASU did a study to measure the value of exposure and found that the combined worldwide media coverage during Super Bowl week translated to approximately \$60 million in “paid-for value.”

The on-air mentions of “Scottsdale,” along with the positive corresponding visual portrayals of the city, were also 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.

The 2015 week-long ESPN broadcast at Scottsdale FanFest is likely to generate an equivalent amount of media attention, but with even greater media values as advertising costs have increased significantly over the last seven years. Assuming the following ESPN promotional mentions (20 each weekday and 10 on Saturday and Sunday, 15 second length in spots) the Artigue Agency is attaching an advertising equivalency value of \$600,000.

Longer-term benefits outlined per the Artigue Agency include the tourism ripple effects that comes from first-time visitors returning to Scottsdale for a leisure trip or a directed business meeting. As well as the fact that the seven day ESPN telecast will likely draw attention to Scottsdale whether or not the city is sponsoring the event, as commentators naturally call out where they are broadcasting from as they go in and out of commercial breaks.

Proposed Agreement Summary

The following are host and promotional benefits outlined in the proposed agreement between the Scottsdale Fashion Square, LLC and the city of Scottsdale for a \$475,000 sponsorship:

- Scottsdale Fashion Square, LLC will stage the Scottsdale FanFest at Scottsdale Fashion Square, Scottsdale, Arizona for a minimum of seven days from January 26, 2014-February 1, 2015 (“Event Week”).
- Scottsdale FanFest will be broadcast nationally on ESPN Sports Television during the week of January 26, 2014-February 1, 2015.
- In the week prior to the Scottsdale FanFest, Scottsdale Fashion Square LLC will require ESPN Sports Television to provide a minimum of seven (7) live mentions or pre-recorded messages indicating that ESPN Sports Television will be broadcasting from “Scottsdale.”
- Scottsdale Fashion Square, LLC will require ESPN Sports Television to broadcast no less than twenty (20) live mentions per day of “Scottsdale Fashion Square in Scottsdale Arizona” Monday through Friday during the ESPN broadcast from Scottsdale FanFest.
- Scottsdale Fashion Square, LLC will require ESPN Sports Television to broadcast no less than ten (10) live mentions per day of “Scottsdale Fashion Square in Scottsdale Arizona” Saturday and Sunday during the ESPN broadcast from Scottsdale FanFest.

- Scottsdale Fashion Square, LLC will require ESPN Sports Television to broadcast one (1) 30-second message from the City of Scottsdale Mayor during the ESPN broadcast from Scottsdale FanFest on one (1) day of the Event Week.
- Scottsdale Fashion Square, LLC will ensure that the City of Scottsdale will have the opportunity to provide seven (7) thirty (30) second videos to be shown at locations throughout the event venue to over 300,000 attendees of the Scottsdale FanFest.
- Scottsdale Fashion Square, LLC will provide local and regional promotional support of the Scottsdale FanFest in Macerich retail properties in visitor feeder cities, including digital billboard media opportunities.
- Scottsdale Fashion Square, LLC will provide a strategic social media campaign that supports various consumer promotions and is supported by hash tags, #ScottsFanFest.
- Scottsdale Fashion Square, LLC will provide ongoing publicity support with various Scottsdale FanFest feature story placements throughout Arizona and visitor feeder markets.
- Scottsdale Fashion Square, LLC will work closely with the City of Scottsdale to create mutually agreeable additional promotional opportunities for Scottsdale in connection with the Event. Scottsdale Fashion Square LLC will promote such promotional opportunities in conjunction with the Event on the Scottsdale CVB and Scottsdale Fashion Square website.
- Scottsdale Fashion Square, LLC will create and implement a marketing plan and promotion plan for Scottsdale FanFest which will target Scottsdale visitor feeder cities in order to provide assurance of increased tourism for Scottsdale as a result of the event. The marketing plan shall be provided to the City and initiated no later than July 1, 2014.
- Scottsdale Fashion Square, LLC will provide the City a post event report which will provide an evaluation of Scottsdale Fashion Square, LLC under this agreement, the benefits to the City and the public achieved and likely to be achieved because of the event, and such other information as the post event report template to be provided by the City shall require. The post event report shall be provided to the City within 60 days following the conclusion of the event. If requested, a presentation to City Council will be required.

Following the conclusion of the event, Scottsdale Fashion Square, LLC will provide the city a post event report that will provide:

1. An evaluation of the producer's performance under this agreement.
2. The benefits to the city and the public achieved, and likely to be achieved, because of the event.

3. And such other information as the post event report template to be provided by the city shall require. If requested, a presentation to City Council will be required.

In addition, the city has the option to conduct an event intercept survey during the event using questions selected by the city at the event at a reasonable cost to the event producer. The city will also have a third party marketing evaluation conducted post event in order to confirm the values associated with the ESPN broadcast.

RESOURCE IMPACTS

Available Funding

The total maximum city investment for the agreement is \$475,000. Based on FY2014/15 bed tax projections, funds are available.

Staffing, Workload Impact

No additional staffing or other resources are anticipated as a result of the proposal.

OPTIONS & STAFF RECOMMENDATION

Adopt Resolution No. 9756 authorize funding, not to exceed \$475,000, from the city portion of bed tax allocated toward event development for "Scottsdale FanFest" and authorize the City Mayor to execute Agreement No. 2014-052-COS with the Scottsdale Fashion Square, LLC.

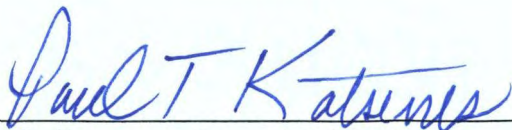
RESPONSIBLE DEPARTMENT(S)

Economic Development

STAFF CONTACTS (S)

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

APPROVED BY



Paul T. Katsenes, Executive Director
Community & Economic Development
480-312-2890, Pkatsenes@scottsdaleaz.gov

5-20-14

Date



Fritz Behring, City Manager
480-312-2811, FBehring@ScottsdaleAz.gov

5.20.14

Date

ATTACHMENTS

1. Resolution No. 9756
2. Agreement No. 2014-052-COS
3. Artigue Agency Report

RESOLUTION NO. 9756

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING USE OF TRANSIENT LODGING (BED) TAX FUNDS FOR THE "SCOTTSDALE FAN FEST" EVENT AND AUTHORIZING AN EVENT FUNDING AGREEMENT, CONTRACT NO. 2014-052-COS, WITH THE EVENT PRODUCER, SCOTTSDALE FASHION SQUARE, L.L.C.

WHEREAS, City desires to provide funds for the Scottsdale Fan Fest event; and

WHEREAS, City and the selected event producer wish to enter into an agreement for the event; and

WHEREAS, City Council has considered the City's expenditure authorized by the Agreement and the direct consideration the City will receive and finds that there is a clearly identified public purpose for the City's expenditure and the City will receive direct consideration substantially equal to its expenditure.

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

Section 1. The City Council authorizes an amount not to exceed \$475,000.00 from the Event/Event Development portion of transient lodging (bed) tax funds for promoting the City of Scottsdale through the "Scottsdale Fan Fest" event.

Section 2. The City Council authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2014-052-COS with Scottsdale Fashion Square, L.L.C.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this ____ day of June, 2014.

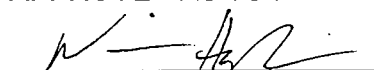
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: William Hylan
Assistant City Attorney

NEW EVENT FUNDING AGREEMENT

THIS NEW EVENT FUNDING AGREEMENT (the "Agreement") is made this ____ day of _____, 2014 by and between Scottsdale Fashion Square, LLC ("Producer") and the CITY OF SCOTTSDALE, an Arizona municipal corporation ("City").

RECITALS

A. City's City Council has approved the expenditure of a portion of certain funds collected (the "Bed Tax Funds") in conformity with Financial Policy 21A to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona.

B. Producer is the owner of property that will be the site of a certain tourist-oriented event with the working title of "Scottsdale Fan Fest" (the "Event").

C. Producer has submitted to City a proposal describing the Event and requesting that City authorize use of a portion of the Bed Tax Funds for the Event to promote Scottsdale as a tourist destination.

D. At Producer's request, City has determined to provide funds (the "Event Funds") to Producer of up to the maximum amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000) (the "Event Amount").

E. City's willingness to provide the Event Funds is conditioned upon Producer's executing and performing this Agreement and delivering to City after the Event a report (the "Post Event Report") accompanied by a separate invoice (the "Invoice").

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to all of the following cumulative conditions and limitations:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount, minus reductions made under paragraph 3.1, setoffs and other amounts to which City may be entitled, which such setoffs and other amounts are communicated and reasonably explained to Producer.

1.2 City's payment shall be made only from Bed Tax Funds, specifically the portion allocated to event development. City is not obligated to provide funding from any other source.

1.3 Without detracting from limits contained elsewhere in this Agreement, Event Funds shall be disbursed only to the extent City has collected adequate Bed Tax Funds to disburse these amounts.

2. Event Requirements. In addition to the Event Scope of Deliverables more specifically set forth in Exhibit A, attached hereto and herein incorporated by reference in its entirety, Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event shall be held within the corporate limits of the City of Scottsdale.

2.2 The Event shall be open to the public.

2.3 The Event shall be held on the dates stated in the Proposal-January 26 through February 1, 2015. If the Event fails to occur on such dates, the City shall not be obligated to perform.

Notwithstanding the foregoing, if the Event fails to occur on the above dates solely due to weather, an act of God, or a condition beyond the reasonable control of Producer, then Event (or any portion thereof) may be rescheduled to a subsequent date certain. All rights and privileges of the parties will continue until conclusion of the Event. Should the Parties agree that rescheduling the Event is not tenable, they may mutually decide to cancel this Agreement and sponsor (City) shall have no further obligation to provide additional funds beyond the value of sponsorship benefits provided to date.

2.4 Producer's representation that the Event will be of the same scale, quality, attendance, economic benefit to the public, and provide other public benefits, or better, as are described in the Proposal is a material term of this Agreement.

2.5 Producer shall publicly acknowledge the City support represented by this Agreement by having Scottsdale as the title sponsor of the Event. Without limitation, all Event publicity, advertising, marketing, promotion, public relations and other activities before, during and after the Event shall include the approved logo for the Event with the name "Scottsdale" appearing in substantially larger font than any other words in the logo. No other use of City's name is allowed in any form of advertising or public relations without prior City approval.

12276569v4

Contract No. 2014-052-COS

2.6 In addition to the full page acknowledgement in Exhibit A, Producer shall publish in the Event program at least one reasonably prominent advertisement that is at least half of a page. The advertisement shall use content provided by City promoting Scottsdale.

2.7 No later than (60) days prior to the Event, Producer shall meet with City and SCVB and shall present for City's input the booking engines, room blocks, third party economic impact reports or equivalent methods that Producer will use to track which hotels and other lodgings are used by attendees, staff, vendors and other person who attend the Event.

2.8 No later than thirty (30) days prior to the Event, Producer shall deliver to City a letter, email, or fax (the "Exhibit Space Invitation") offering City a minimum of eighty (80) square feet of reasonably prominent exhibit space at the Event to be used by City at no charge for the purpose of promoting Scottsdale.

2.9 The official Event website shall have a prominent link to City's website and to SCVB's website.

2.10 City will conduct an event intercept survey, with questions to be provided by City, which cost (\$500-\$1000) will be reimbursed by Producer.

2.11 After the Event, Producer shall provide the Post Event Report to City as follows:

2.11.1 The Post Event Report shall be a written report formatted according to the template to be provided by City.

2.11.2 The Post Event Report shall include the following:

2.11.2.1 A narrative description of:

2.11.2.1.1 The Event.

2.11.2.1.2 Producer's performance under this Agreement.

2.11.2.1.3 The benefits to City and the public achieved and likely to be achieved because of the Event.

2.11.2.1.4 The Event's effects on City hotels.

2.11.2.1.5 The positive and negative effects on City services, facilities and neighborhoods.

2.11.2.2 A statement of the total attendance for the Event.

2.11.2.3 The amount the Producer received in sponsorships (the "Sponsorship Amount"), with supporting documentation of the Sponsorship Amount.

2.11.2.4 Such other reasonable information as the Post Event Report template to be provided by City shall require.

2.11.3 Producer shall deliver the Post Event Report to City no later than sixty (60) days after the Event.

2.11.4 Producer shall deliver the Post Event Report and the Invoice simultaneously in the same package and delivery, but each shall be enclosed in a separate sealed envelope within the package.

2.12 If the Producer seeks to obtain a Presenting Sponsor for the Event, the Producer shall not allow any of the following to be a Presenting Sponsor:

- a. Sexually oriented businesses, bars, massage facilities, gun shops, or manufacturers or sellers of firearms or weapons.
- b. A religious or political organization.
- c. A commercial enterprise whose business is substantially derived from the sale or manufacture of alcoholic or tobacco products.

3. Event Fund Payment. Producer shall request Event Funds and City shall pay Event Funds as follows:

3.1 City's payment of the Event Funds is conditioned upon Producer executing and performing this Agreement.

3.2 By September 1, 2014, City and Producer shall agree upon an amount the Producer will budget for the Event (the "Budget Amount"). If the amount the Producer received in sponsorships as specified in section 2.11.2.3 exceeds the Budget Amount, the Event Funds will be reduced by the amount the Sponsorship Amount exceeds the Budget Amount.

3.3 City reserves the right to reduce the Event Funds below \$475,000 to the extent Producer's pre or post-event marketing values do not support such direct sponsorship amount. See Exhibit A.

3.4 City shall make the payment within sixty (60) days after receiving all of the following:

3.4.1 The Post Event Report.

3.4.2 The Invoice.

3.4.3 All supporting and other materials required by this Agreement. Payment of Event Amount shall be conditioned on Producer providing such evidence as City requests.

4. Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or regulatory approval to hold the Event. This Agreement is not a promise to make City venues or other resources available for the Event.

5. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Producer relating to the Event, and any work or services in the performance of this Agreement by Producer, including but not limited to, any subcontractors, or representatives or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Producer's employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

6. Insurance. Producer shall purchase and maintain during the Event and during all setup and takedown of the Event insurance with coverages and limits as follows:

6.1 The following coverages are required:

12276569v4

Contract No. 2014-052-COS

6.1.1 Commercial/Business Automobile Liability insurance with a limit of not less than \$1,000,000, each accident with respect to the Producer owned, hired, and non-owned vehicles.

6.1.2 Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If any work is performed by third parties, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

6.1.3 "Occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

6.1.4 If valet parking is offered, Garagekeepers Legal Liability with limits of not less than \$75,000 per vehicle.

6.1.5 If alcohol is sold at the Event, liquor liability insurance with a limit of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate.

6.2 For all insurance policies except Workers Compensation, City shall be named as additional insured.

6.3 City's Risk Management Division may increase or change required insurance coverage and limits from time to time depending on the size, scope and nature of the activities of the Event. No reduction in coverage or policy limits is effective without the written approval of City's Risk Manager or designee.

6.4 Producer shall purchase and maintain all required insurance from insurance companies licensed to do business in the State of Arizona, or from qualified non-admitted insurers who are authorized to do business in the State of Arizona.

6.5 Producer shall provide City, prior to the Event, certificates of insurance as evidence that the required insurance coverages and limits are in full force and effect.

7. Term/Termination. This Agreement shall be in effect from the date executed by City's Mayor and will terminate upon Producer providing to City a satisfactory Post Event Report and City paying to Producer the Event Funds. However, City may, without further obligation, terminate the Agreement earlier for convenience or cause, upon giving Producer sixty (60) days written notice. If the Event is canceled, this Agreement and all obligations of City and Producer hereunder shall also cancel at such date.

8. Miscellaneous.

8.1 Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated, in whole or in part, without City's prior written consent.

8.2 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of ARS Section 38-511.

8.3 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

8.4 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

8.5 Attorney's 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.

8.6 Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

8.7 Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

12276569v4

Contract No. 2014-052-COS

If to City: Steve Geiogamah
Economic Development Manager-Tourism
Economic Vitality Department
City of Scottsdale
4021 North 75th Street Suite 102
Scottsdale, AZ 85251

If to Producer: Scottsdale Fashion Square, LLC
c/o Steve Helm
11411 North Tatum Blvd.
Phoenix, AZ 85028

By notice, City or Producer may designate other addresses for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

ATTEST:

CITY:

By: _____

W.J. "Jim" Lane
Mayor

By: _____

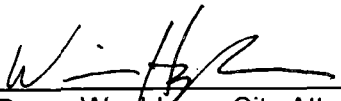
Carolyn Jagger
City Clerk

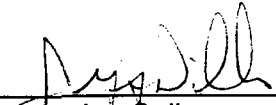
PRODUCER:

By: _____

David Madrid

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
By: William K. Hylan
Assistant City Attorney


Katherine Callaway
Risk Management Director


Steve Geiogamah
Economic Development Manager - Tourism

Exhibit A

- Scottsdale Fashion Square, LLC will stage the Scottsdale FanFest at Scottsdale Fashion Square, Scottsdale, Arizona for a minimum of seven days from January 26, 2014-February 1, 2015 (“Event Week”).
- Scottsdale FanFest will be broadcast nationally on ESPN Sports Television during the week of January 26, 2014-February 1, 2015.
- In the week prior to the Scottsdale FanFest, Scottsdale Fashion Square LLC will require ESPN Sports Television to provide a minimum of seven (7) live mentions or pre-recorded messages indicating that ESPN Sports Television will be broadcasting from “Scottsdale.”
- Scottsdale Fashion Square, LLC will require ESPN Sports Television to broadcast no less than twenty (20) live mentions per day of “Scottsdale Fashion Square in Scottsdale Arizona” Monday through Friday during the ESPN broadcast from Scottsdale FanFest.
- Scottsdale Fashion Square, LLC will require ESPN Sports Television to broadcast no less than ten (10) live mentions per day of “Scottsdale Fashion Square in Scottsdale Arizona” Saturday and Sunday during the ESPN broadcast from Scottsdale FanFest.
- Scottsdale Fashion Square, LLC will require ESPN Sports Television to broadcast one (1) 30-second message from the City of Scottsdale Mayor during the ESPN broadcast from Scottsdale FanFest on one (1) day of the Event Week.
- Scottsdale Fashion Square, LLC will ensure that the City of Scottsdale will have the opportunity to provide seven (7) thirty (30) second videos to be shown at locations throughout the event venue to over 300,000 attendees of the Scottsdale FanFest.
- Scottsdale Fashion Square, LLC will provide local and regional promotional support of the Scottsdale FanFest in Macerich retail properties in visitor feeder cities, including digital billboard media opportunities.
- Scottsdale Fashion Square, LLC will provide a strategic social media campaign that supports various consumer promotions and is supported by hash tags, #ScottsFanFest.
- Scottsdale Fashion Square, LLC will provide ongoing publicity support with various Scottsdale FanFest feature story placements throughout Arizona and visitor feeder markets.
- Scottsdale Fashion Square, LLC will work closely with the City of Scottsdale to create mutually agreeable additional promotional opportunities for Scottsdale in connection with the Event. Scottsdale Fashion Square LLC will promote such promotional opportunities in conjunction with the Event on the Scottsdale CVB and Scottsdale Fashion Square website.
- Scottsdale Fashion Square, LLC will create and implement a marketing plan and promotion plan for Scottsdale FanFest which will target Scottsdale visitor feeder cities in

order to provide assurance of increased tourism for Scottsdale as a result of the event. The marketing plan shall be provided to the City and initiated no later than July 1, 2014.

- Scottsdale Fashion Square, LLC will provide the City a post event report which will provide an evaluation of Scottsdale Fashion Square, LLC under this agreement, the benefits to the City and the public achieved and likely to be achieved because of the event, and such other information as the post event report template to be provided by the City shall require. The post event report shall be provided to the City within 60 days following the conclusion of the event. If requested, a presentation to City Council will be required.



Attachment No. 3

Analysis of the Economic and Media Impact of Fan Fest Scottsdale - ESPN

The following report is a top-line analysis of the potential impact of hosting **Scottsdale Fan Fest** in Scottsdale, pertaining to the opportunity to generate positive awareness for the city, attract Super Bowl fans/visitors to Scottsdale and ultimately, stimulate return visitation. In keeping with most other predictive studies, numerous assumptions must be made and any numbers shared are intentionally conservative projections.

1996 and 2008 Economic Impact

According to an exhaustive study conducted by the Sports Business MBA Program in the W.P. Carey School of Business at Arizona State University, Super Bowl XLII, held on February 3, 2008 at University of Phoenix Stadium, generated \$501 million in total economic impact. That is nearly \$200 million more than the first Super Bowl here in the Valley (\$305.8 million), held just 12 years prior. Now, just seven years later, early estimates of the economic impact for Super Bowl XLIV are approaching \$600 million.

Historical Analysis

From an internal Scottsdale Convention and Visitor's Bureau recap memo, dated February 21, 2008, Scottsdale occupancy during the four-night Super Bowl travel period was 93.8 percent, which was nearly 20 percent higher than the rest of the Phoenix metro area. Clearly, most of the Super Bowl visitors who had a choice and were willing to pay to stay in Scottsdale did so.

Many of the visitors not able to stay in Scottsdale seemed to find their way to the city anyway, participating in the various events and parties and to watch ESPN broadcast live from the Scottsdale Waterfront.

Report Objective

The purpose of this report is to provide a predictive examination of the anticipated economic and media impact from ESPN Fan Fest on the City of Scottsdale, and how it might affect *incremental* tax receipts from various expenditures made throughout the city.



Fan Fest Economic Impact

Calculating economic impact in advance of a special event is, realistically, no more than a prediction. Even with actual numbers to crunch, the direct and indirect economic impact is merely a best estimate. Though economists are forever arguing whether sporting events bring true incremental spending to a marketplace, they do agree that the Super Bowl and its ancillary activities deserve special credit for doing so. The question is simply to what extent?

One approach in determining the economic impact from ESPN Fan Fest would be to agree with the event organizers' estimate of 360,000 total attendees. Then, assuming that each and every attendee spent \$25.00 during the week, that then translates to \$9 million in gross revenues and \$148,500 incremental sales taxes.

While average spending of \$25 per person, per week is probably low, the prediction of 360,000 is, on the other hand, seemingly high. The other consideration here is that the majority of Fan Fest attendees will likely be residents and their spending is normally not counted by economists as true positive economic impact.

Fan Fest Media Impact

Next, there is the issue of national and international media attention that comes to a marketplace when hosting Super Bowl week. That vast media exposure can result in long-term positive economic impact from the tourism that it spurs. In 2008, the Cronkite School of Journalism and Mass Communications at ASU did a study to measure the value of such exposure and found that the combined worldwide media coverage during Super Bowl week translated to approximately \$60 million in "paid-for value."

More specific to Scottsdale was the combined 100-plus hours of national and international coverage from ESPN, FOX Sports and other ancillary networks reporting from the various social and entertainment venues located in downtown and throughout the city. The on-air mentions of "Scottsdale," along with the positive corresponding visual portrayals of the city, were conservatively valued at \$1.75 million.

This year's week-long ESPN broadcast at Scottsdale Fan Fest is most likely to generate an equivalent amount of media attention, but with even greater media values as advertising costs have increased significantly over the last seven years. Once again, such exposure may trigger a boost in Scottsdale tourism in the months and years that follow Super Bowl XLIV.



Attachment No. 3

Questions and Considerations

1. Of the 360,000 people that organizers are predicting will attend Fan Fest, how many will likely be “unique” or non-repeating attendees?
2. Related, how many attendees are estimated to be local residents versus actual visitors?
3. Of those visitors, what might be the demographic make-up and how does it match up with the Scottsdale CVB’s desired target audience?
4. While there is mention of an advertising and public relations campaign, details about the timing and tactics are missing. Another concern is the slight \$42,000 budget that has been allocated to support such an expansive marketing effort.
5. While there is mention of \$320,000 in Macerich media and promotional efforts at their other retail facilities, there are no details of how this will be implemented.
6. Appropriation and usage of the live, daily ESPN mentions is critical to the value of this underwriting partnership. Should the read copy not include some reference to *“Scottsdale and its incredible hospitality and recreational offerings,”* then there is really little value (or ROI) for the city.
7. There are several trade values that have been attached to the Macerich site (rental) as well as their “activation” of the event. These need to be better understood in retail terms as they are the basis for their ROI calculations.
8. Should there be a scenario where another commercial entity becomes title sponsor, Scottsdale’s role (and their subsequent marketing value) will be greatly reduced.
9. Assuming a Fan Fest Committee will be established, the TDC and or Scottsdale CVB should have a seat at the table in order to assure that their interests are both entertained and addressed.
10. Finally, the TDC should receive quarterly written communications summaries that provide important updates on all that is unfolding in the way of progress and planning of Fan Fest.



Attachment No. 3

Report Summary

There is more than one way to measure the economic benefits from hosting **Fan Fest Scottsdale - ESPN**. The most obvious would be to compare the actual dollar investment being requested by event organizers – perhaps as much as \$475,000 - against the eventual *incremental* tax receipts derived by the city from this event.

At the same time, there is the positive, week-long media exposure for Scottsdale, assuming they are included in the live promotional mentions (20 each weekday and 10 on Saturday and Sunday). Though the length of these spots hasn't been specified, we are assuming 15 seconds and are therefore attaching an advertising equivalency value of \$600,000. Inclusion in this media inventory is where the real value of participation is derived.

Another benefit, though difficult to measure, is the cache that comes to Scottsdale by having ESPN broadcast from their city. It suggests that they are the place to be as it carries a “cool factor.” There is also the organization spending (rooms, food and beverage, recreation) that will impact the Scottsdale economy from the ESPN cast and crew staying here for more than a week.

Longer-term benefits are the tourism ripple effects that comes from first-time visitors returning to Scottsdale for a leisure trip or a directed business meeting. Though they may have come for the Super Bowl, Fan Fest , may create experiential memories that bring them back.

Finally, it should be pointed out that the 7-day ESPN telecast will likely draw attention to Scottsdale whether or not the city is an underwriting “sponsor,” as commentators naturally call out where they are broadcasting from as they go in and out of commercial breaks.

However the Tourism Development Council chooses to participate, having the ESPN Fan Fest situated in Scottsdale is a real positive for the city.

**Respectfully Submitted,
The Artigue Agency**

Jagger, Carolyn

From: ace@ultimatearttours.com
Sent: Tuesday, June 03, 2014 3:14 PM
To: Jagger, Carolyn; Stevens, Katie
Subject: Agenda Item Comment for 06/03/14 - Item 26

Meeting Date: 06/03/14

Item Number: 26

Contact Information (if blank, user did not provide):

Name: ace bailey

Address: 6914 e. 3rd street

C/S/Z: scottsdale, az 85251

Phone:

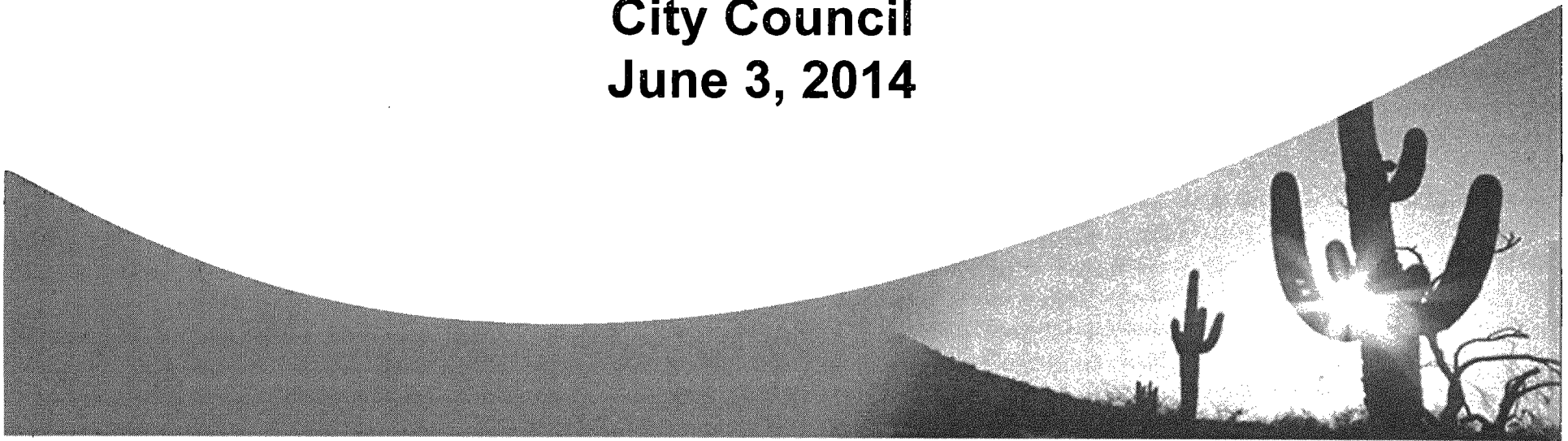
Comment for 06/03/14 Item 26:

Having Scottsdale highlighted by ESPN during the Super Bowl is a fabulous opportunity for our tourism industry. This location is well located and with proper directional signage there is the opportunity to showcase all of downtown Scottsdale to a huge audience. It would definitely benefit Scottsdale to support this event.



Scottsdale FanFest Event

**City Council
June 3, 2014**



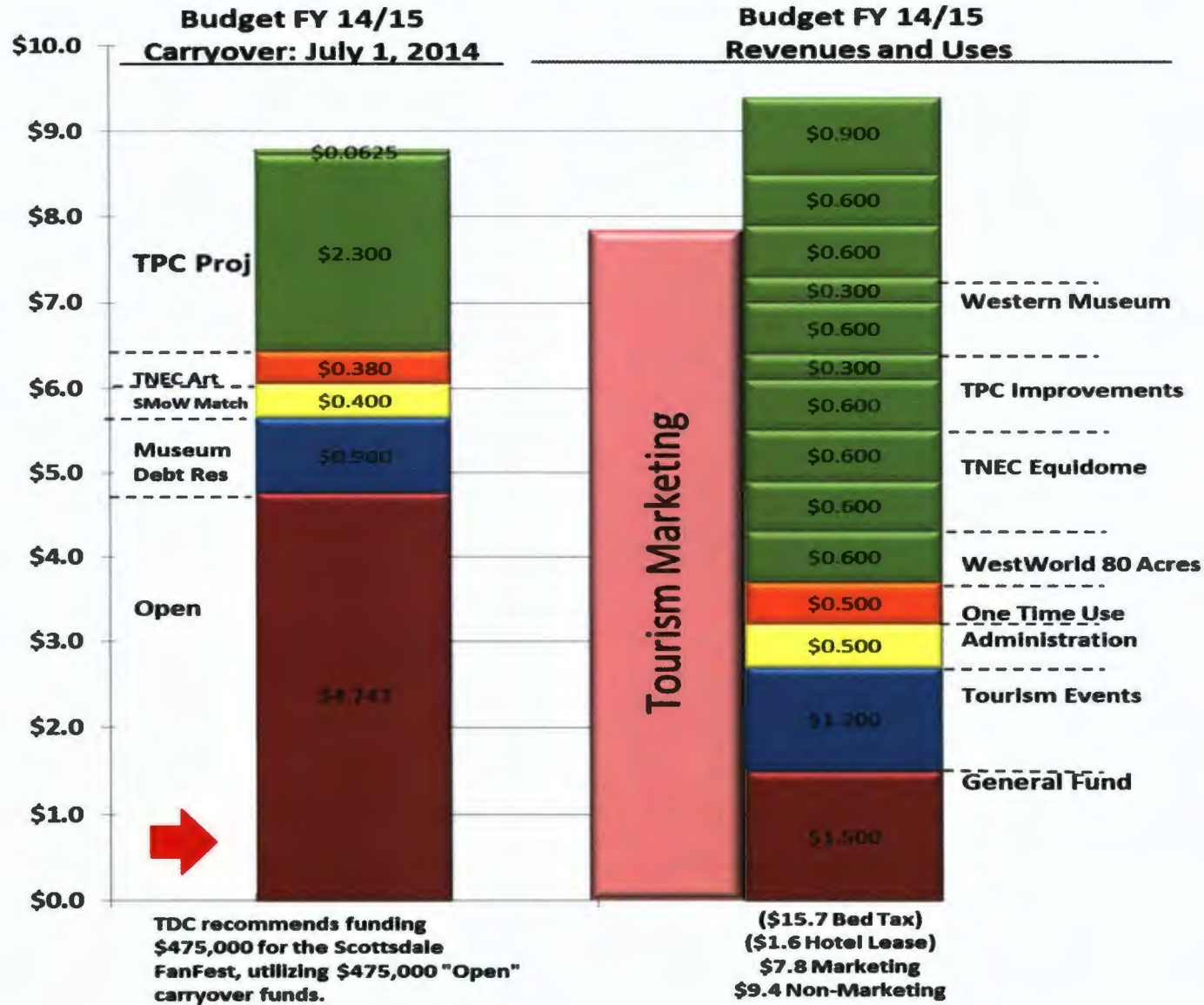
Requested Action

Adopt Resolution No. 9756, with changes, so that the resolution reads:

Authorize funding, not to exceed \$475,000, from the bed tax carry over funds for “Scottsdale FanFest” and authorize the City Mayor to execute Agreement No. 2014-052-COS with the Scottsdale Fashion Square, LLC.

Tourism Development Fund Allocation

(\$ in millions)



Event Review Process

- Proposal reviewed to ensure program objectives and criteria are established.
- TDC can provide an event funding recommendation based on a proposal review and support documentation.
- Event funding recommendations forward to city council for approval-staff establishes equally substantial return.
- Payment is not made until contract requirements are met.

Contract Highlights

- Seven live mentions or pre-recorded messages indicating that ESPN Sports Television will be broadcasting from Scottsdale in the week prior to the event.
- No less than twenty (20) live mentions per day Monday through Friday - ten (10) live mentions per day Saturday and Sunday during the event.

Contract Highlights

- If the amount the producer received in sponsorships exceeds the agreed upon budget amount, the event funds will be reduced by the amount the sponsorship amount exceeds the budget amount.
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Scottsdale FanFest Event

**City Council
June 3, 2014**



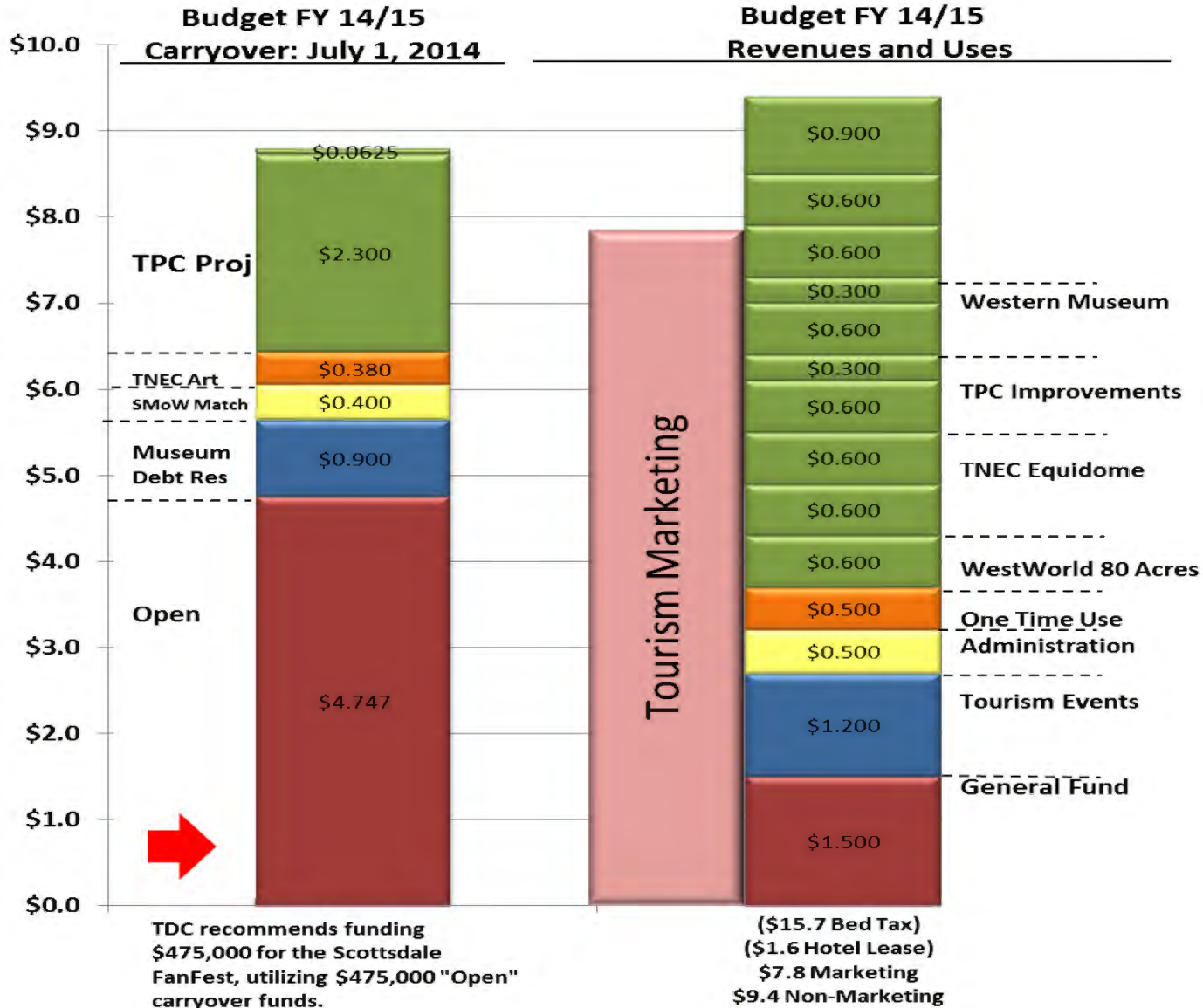
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FAN FEST
SCOTTSDALE
2015

Home of the ESPN Live Broadcast

Agenda

- Super Bowl Economic Impact
- ESPN FanFest Scottsdale
 - Requirements
 - Vision
 - Goals
 - Marketing & PR Strategy
- Financial Outline
- Next Steps

Super Bowl 2008 Economic Impact

- In 2008, Super Bowl XLII resulted in **\$500M** in economic impact to Arizona.
- Over Super Bowl weekend (Jan.31 – Feb.4), Scottsdale and Paradise Valley realized significant increases in hotel occupancy and rate
 - Hotel room Average Daily Rate (ADR) was **\$410.31** vs. **\$267.36** - **54%** higher than the rest of the valley.
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 - Occupancy was **93.8%** over Super Bowl weekend which was **18%** higher than the Phoenix metro area at **79.5%**
 - The night before Super Bowl Sunday, Scottsdale experienced an occupancy of **96.7%**, the highest on record.



Super Bowl 2015 Economic Impact

- *Early projections for the 2015 Super Bowl economic impact are approaching **\$600M**
- **Scottsdale can earn **\$727K** in incremental estimated tax revenue and has the potential to surpass this figure by bringing additional fan-based activities to the City such as Scottsdale's ESPN FanFest.
- **The City can also earn an estimated **\$1.75M** value in national and international media coverage from ESPN, Fox Sports and other networks.

*AZSBHC

**City of Scottsdale

Competition

- To “play ball” and secure AZ for Super Bowl 2015, all communities, including Scottsdale (\$645K), came together to invest **\$3M**.
- In addition, cities are “competing in the game” by investing in their destination to further garner Super Bowl traffic:
 - **Glendale**
 - Super Bowl location
 - Westgate
 - Moved long-standing, annual event “A Chocolate Affair” to Super Bowl weekend
 - Large area for events, but not walkable to other events in the metro area
 - **Tempe**
 - Tempe Beach Park
 - ASU Campus and stadium
 - **Downtown Phoenix**
 - Mayor Stanton has committed an additional **\$1M+** to have additional “Super Bowl-sized” events in Phoenix
 - Phoenix announced “**Super Bowl Central**” including the NFL Experience, Super Bowl Boulevard events (est. 200K attendance) in addition to hosting the Media Center

Competition: Super Bowl Central





ESPN FanFest - Scottsdale

Monday, January 26, 2015 – Sunday, February 1, 2015 at Scottsdale Fashion Square

- Site chosen by ESPN because of downtown energy and vibe; the only outdoor, urban event space available in the city which offers a “signature” view of Camelback Mountain
- Official ESPN Broadcast
 - Credentialed reporters, photographers and sports commentators converge to broadcast live the week of Super Bowl
 - Conducting player/coach interviews, pre-game analysis, celebrity appearances, meet & greet, demonstrations and fan rally
 - Require 250 fans in audience during all broadcasting time throughout the week
 - Require event activation surrounding the broadcast to create energy and excitement
 - Backdrop of Camelback Mountain



ESPN FanFest - Scottsdale

- **LIVE ZONE FOOTPRINT**
 - 30K sq. ft. of ESPN space; 70K sq. ft. of event activation space
 - (1) Main Stage
 - (1) Football Field Demo
 - (2) Pod Stages adjacent Main Stage
- **BACK OF HOUSE**
 - Trailer Village
 - (8) Trucks
 - (4) Production Trucks
 - (1) Tent for Green Room



ESPN Production Schedule

ESPN Super Bowl Show Production Schedule: (ALL TIMES LOCAL)

Monday-Friday				
Truck:	Truck 1	Truck 2	POD Stage	Truck:
Time				Time
1:00AM				1:00AM
2:00AM				2:00AM
3:00AM				3:00AM
4:00AM		Mike and Mike		4:00AM
5:00AM		Mike and Mike		5:00AM
6:00AM		Mike and Mike	SC	6:00AM
7:00AM	SC Segments	Mike and Mike	SC	7:00AM
8:00AM	SC Segments	The Herd	First Take	8:00AM
9:00AM	SC Segments	The Herd	First Take	9:00AM
10:00AM	SC Segments	The Herd	SC	10:00AM
11:00AM	SC Segments	SVP	SC	11:00AM
NOON	SC Special	SVP	PTI	NOON
1:00PM	Insiders	SVP	PTI	1:00PM
2:00PM	NFL Live PP	INET	PTI	2:00PM
3:00PM	SC Segments	INET	INET	3:00PM
4:00PM	SC Segments			4:00PM
5:00PM	BREAK			5:00PM
6:00PM	SC Segments			6:00PM
7:00PM				7:00PM
8:00PM				8:00PM
9:00PM				9:00PM
10:00PM				10:00PM
11:00PM				11:00PM
MIDNITE				MIDNITE

Orange = Show Times

Pre-Production Times

SET LOCATIONS

NFL Live/SportsCenter - Main Rome - Main set annex

INET - Main set

Sports Nation - ESPN Radio set

Saturday				Super Bowl Sunday			
Truck:	Truck 1	Truck 2	Pod	Truck:	Truck 1	Truck 2	Pod
Time				Time			Stadium Field
1:00AM				1:00AM			
2:00AM				2:00AM			
3:00AM				3:00AM			
4:00AM				4:00AM		Sports Reporters	SCAM
5:00AM				5:00AM			SCAM
6:00AM				6:00AM		BREAK	SCAM 8am
7:00AM		SCAM segs		7:00AM	Sunday		Sunday
8:00AM	NFL Matchup	BREAK		8:00AM	NFL		NFL Countdown
9:00AM	NFL Matchup			9:00AM	Countdown		Side Set
10:00AM	BREAK	INET Segments		10:00AM			
11:00AM				11:00AM	BREAK		BREAK
NOON			SC	NOON			
1:00PM		Sports Reporters	Dep Radio	1:00PM			
2:00PM			SC	2:00PM			
3:00PM		SC Segments	SC Pac Rim	3:00PM			BREAK
4:00PM			SC	4:00PM			
5:00PM			SC	5:00PM			
6:00PM				6:00PM			
7:00PM				7:00PM	SC		NFL PrimeTime
8:00PM				8:00PM	SC		
9:00PM				9:00PM			
10:00PM				10:00PM			
11:00PM				11:00PM			
MIDNITE				MIDNITE			

Pre-Production Times

ESPN Site Plan



Vision

Create a high-energy destination experience during the week of Super Bowl 2015 that positions Scottsdale as the hub for pre-game excitement. This dynamic celebration will showcase Scottsdale's vibrant personality and leave visitors wanting to experience more of what our destination has to offer. Visitors and residents will be enticed downtown to stay and play so they can be near the non-stop action.

Event Overview

More than 2 acres of specialized food, fun and entertainment...





7 DAYS of Food, Fun and Entertainment Adjacent to Scottsdale's Best Shopping & Dining Destination, Scottsdale Fashion Square

ESPN FanFest Scottsdale lets you experience all the best parts of the pre-game party beginning with a fan rally that kicks off seven days of fun. Join in for authentic Scottsdale experiences plus great food and drink, live broadcasts, fun photos, sizzling competitions and more!

Jan. 26 – Feb. 1, 2015

4a-9p daily



ESPN FanFest Scottsdale Site Plan



Goals

- Generate a minimum of **\$1.75M** in media value in partnership with ESPN to promote Scottsdale throughout the broadcast.
- Generate \$600K+ in direct media value via the Scottsdale Mentions during the ESPN broadcast
- Utilize Downtown Scottsdale, Camelback Mountain backdrop and event activation to generate energy and excitement to drive consumer traffic and spend to the City of Scottsdale.
- Develop a branded destination event experience that can be marketed and promoted via hotels to generate additional room nights pre- and post-event.
- Provide entertaining and memorable experiences for visitors and residents.

Goals

- Leverage Scottsdale partners, City of Scottsdale, Scottsdale CVB, AZ Super Bowl Host Committee, and additional Macerich assets to activate, market and promote the event platform.
- Create additional foot traffic with Scottsdale Trolley & Shuttle stop.
- Promote the destination via Scottsdale CVB Visitor Welcome Center.
- Create a successful event experience that warrants ESPN's return for the 2016 College Football Championship game.

Marketing & PR Strategy

- Target Audience
 - Male/Female, 18-55 years of age
 - Affluent
 - Attendees:
 - Leisure travelers
 - Sports fans
 - WM Phoenix Open attendees
 - Corporate groups
 - Locals
 - *200K fans coming into town just for Super Bowl events, but don't necessarily have tickets
 - 360K estimated attendees at FanFest Scottsdale



Marketing & PR Strategy

- Develop and execute marketing strategy and media plan to include large format signage, digital marketing platform (website, social media and eblast) and collateral materials.
- Develop and execute public relations plan to include local media broadcast, print, radio and online.
- Utilize logo and tagline and develop a strong brand presence to be used in all marketing and promotion.



Financial Outline & City Funding Request

ESTIMATED EVENT FUNDING SOURCES	
Cash Sponsorships	
Anticipated national/local brand sponsors <i>Note: Sponsorship funding procurement in progress; estimation for financial outline purposes only.</i>	\$400,000
TOTAL ESTIMATED FUNDING SOURCES	\$400,000
ESTIMATED EVENT EXPENSES	
Event Activation	
<i>Note: Event is scalable pending revenue amount.</i>	
*Event producer & staffing *Infrastructure (tents, lighting, staging, signage, sanitation, first aid, technical support) *Marketing materials *Permits & Licensing	\$800,000
Public Safety & Security	
*Off-Duty SPD: \$47,700 *Scottsdale Fashion Square Security: \$36,300 *Equipment/supplies: \$8,000	\$92,000
Advertising & Promotion	\$160,000
TOTAL ESTIMATED EXPENSES	\$1,052,000
SURPLUS/DEFICIT	-\$652,000
BED TAX FUNDING REQUEST	\$475,000



Financial Outline & City Funding Request

BED TAX FUNDING REQUEST	\$475,000
MARKETING ROI / VALUE ADD	
ESPN Fan Fest Live Broadcast	\$1,750,000
ESPN - Scottsdale Promotion Placement *Minimum 20 Scottsdale mentions M-F *Minimum 10 Scottsdale mentions Sa-Sn *One :30 commercial TV spot of Scottsdale	\$600,000
Scottsdale Fashion Square Media/PR Value *On-mall signage, digital & social media *Local & national Media/PR Value	\$150,000
Other Arizona Macerich Centers (10 malls) Media/PR Value	\$90,000
CA, CO, NY, IL Macerich Centers (4 malls) Media/PR Value	\$40,000
SUBTOTAL ROI / VALUE ADD	\$2,630,000
ADDITIONAL ROI	
Estimated City of Scottsdale Incremental Sales Tax Revenue in Downtown Scottsdale as a Result of Fan Fest	\$237,600
TOTAL ROI / VALUE ADD	\$2,867,600



Financial Outline & City Funding Request

MACERICH IN-KIND & CASH CONTRIBUTION	
IN-KIND	
Event Site Space (2 weeks from load-in to load-out) Covered by Macerich In-Kind Contribution*	
*Macerich is donating the use of the event space to ESPN - this helped to secure ESPN in Scottsdale.	\$420,000
VALUE ADD	
Scottsdale Fashion Square Media/PR Value	
*On-mall signage, digital & social media	
*Local & national Media/PR Value	\$150,000
Other Arizona Macerich Centers (10 malls)	
Media/PR Value	\$90,000
CA, CO, NY, IL Macerich Centers (4 malls)	
Media/PR Value	\$40,000
CASH	
Advertising & Promotion	\$160,000
TOTAL IN-KIND, VALUE ADD, CASH	\$860,000

Next Steps

- Present event activation overview and funding request to City Council on June 3rd.
- Continue City meetings with Economic Development, CVB and tourism community partners to bring event activation to fruition.
- Secure approval to utilize large format graphics and way-finding signage on the event site and throughout Scottsdale.
- Ensure City support on event activation and sound requirements.
- Create Scottsdale Trolley/Scottsdale Express route and stop.
- Present opportunities to further partner with the AZ Super Bowl Host Committee.

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9:00AM	SC Segments	The Herd	First Take	9:00AM
10:00AM	SC Segments	The Herd	SC	10:00AM
11:00AM	SC Segments	SVP	SC	11:00AM
NOON	SC Special	SVP	PTI	NOON
1:00PM	Insiders	SVP	PTI	1:00PM
2:00PM	NFL Live PP	INET	PTI	2:00PM
3:00PM	SC Segments	INET	INET	3:00PM
4:00PM	SC Segments			4:00PM
5:00PM	BREAK			5:00PM
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11:00AM				11:00AM	BREAK		BREAK
NOON			SC	NOON			
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3:00PM		SC Segments	SC Pac Rim	3:00PM			BREAK
4:00PM			SC	4:00PM			
5:00PM			SC	5:00PM			
6:00PM				6:00PM			
7:00PM				7:00PM	SC		NFL PrimeTime
8:00PM				8:00PM	SC		
9:00PM				9:00PM			
10:00PM				10:00PM			
11:00PM				11:00PM			
MIDNITE				MIDNITE			

Pre-Production Times

ESPN Site Plan



Vision

Create a high-energy destination experience during the week of Super Bowl 2015 that positions Scottsdale as the hub for pre-game excitement. This dynamic celebration will showcase Scottsdale's vibrant personality and leave visitors wanting to experience more of what our destination has to offer. Visitors and residents will be enticed downtown to stay and play so they can be near the non-stop action.

Event Overview

More than 2 acres of specialized food, fun and entertainment...





7 DAYS of Food, Fun and Entertainment Adjacent to Scottsdale's Best Shopping & Dining Destination, Scottsdale Fashion Square

ESPN FanFest Scottsdale lets you experience all the best parts of the pre-game party beginning with a fan rally that kicks off seven days of fun. Join in for authentic Scottsdale experiences plus great food and drink, live broadcasts, fun photos, sizzling competitions and more!

Jan. 26 – Feb. 1, 2015

4a-9p daily



ESPN FanFest Scottsdale Site Plan



Goals

- Generate a minimum of **\$1.75M** in media value in partnership with ESPN to promote Scottsdale throughout the broadcast.
- Generate \$600K+ in direct media value via the Scottsdale Mentions during the ESPN broadcast
- Utilize Downtown Scottsdale, Camelback Mountain backdrop and event activation to generate energy and excitement to drive consumer traffic and spend to the City of Scottsdale.
- Develop a branded destination event experience that can be marketed and promoted via hotels to generate additional room nights pre- and post-event.
- Provide entertaining and memorable experiences for visitors and residents.

Goals

- Leverage Scottsdale partners, City of Scottsdale, Scottsdale CVB, AZ Super Bowl Host Committee, and additional Macerich assets to activate, market and promote the event platform.
- Create additional foot traffic with Scottsdale Trolley & Shuttle stop.
- Promote the destination via Scottsdale CVB Visitor Welcome Center.
- Create a successful event experience that warrants ESPN's return for the 2016 College Football Championship game.

Marketing & PR Strategy

- Target Audience
 - Male/Female, 18-55 years of age
 - Affluent
 - Attendees:
 - Leisure travelers
 - Sports fans
 - WM Phoenix Open attendees
 - Corporate groups
 - Locals
 - *200K fans coming into town just for Super Bowl events, but don't necessarily have tickets
 - 360K estimated attendees at FanFest Scottsdale



Marketing & PR Strategy

- Develop and execute marketing strategy and media plan to include large format signage, digital marketing platform (website, social media and eblast) and collateral materials.
- Develop and execute public relations plan to include local media broadcast, print, radio and online.
- Utilize logo and tagline and develop a strong brand presence to be used in all marketing and promotion.

Financial Outline & City Funding Request

ESTIMATED EVENT FUNDING SOURCES	
Cash Sponsorships	
Anticipated national/local brand sponsors <i>Note: Sponsorship funding procurement in progress; estimation for financial outline purposes only.</i>	\$400,000
TOTAL ESTIMATED FUNDING SOURCES	\$400,000
ESTIMATED EVENT EXPENSES	
Event Activation	
<i>Note: Event is scalable pending revenue amount.</i>	
*Event producer & staffing	
*Infrastructure (tents, lighting, staging, signage, sanitation, first aid, technical support)	\$800,000
*Marketing materials	
*Permits & Licensing	
Public Safety & Security	
*Off-Duty SPD: \$47,700	\$92,000
*Scottsdale Fashion Square Security: \$36,300	
*Equipment/supplies: \$8,000	
Advertising & Promotion	\$160,000
TOTAL ESTIMATED EXPENSES	\$1,052,000
SURPLUS/DEFICIT	-\$652,000
BED TAX FUNDING REQUEST	\$475,000



Financial Outline & City Funding Request

BED TAX FUNDING REQUEST	\$475,000
MARKETING ROI / VALUE ADD	
ESPN Fan Fest Live Broadcast	\$1,750,000
ESPN - Scottsdale Promotion Placement *Minimum 20 Scottsdale mentions M-F *Minimum 10 Scottsdale mentions Sa-Sn *One :30 commercial TV spot of Scottsdale	\$600,000
Scottsdale Fashion Square Media/PR Value *On-mall signage, digital & social media *Local & national Media/PR Value	\$150,000
Other Arizona Macerich Centers (10 malls) Media/PR Value	\$90,000
CA, CO, NY, IL Macerich Centers (4 malls) Media/PR Value	\$40,000
SUBTOTAL ROI / VALUE ADD	\$2,630,000
ADDITIONAL ROI	
Estimated City of Scottsdale Incremental Sales Tax Revenue in Downtown Scottsdale as a Result of Fan Fest	\$237,600
TOTAL ROI / VALUE ADD	\$2,867,600



Financial Outline & City Funding Request

MACERICH IN-KIND & CASH CONTRIBUTION	
IN-KIND	
Event Site Space (2 weeks from load-in to load-out) Covered by Macerich In-Kind Contribution*	
*Macerich is donating the use of the event space to ESPN - this helped to secure ESPN in Scottsdale.	\$420,000
VALUE ADD	
Scottsdale Fashion Square Media/PR Value	
*On-mall signage, digital & social media	
*Local & national Media/PR Value	\$150,000
Other Arizona Macerich Centers (10 malls)	
Media/PR Value	\$90,000
CA, CO, NY, IL Macerich Centers (4 malls)	
Media/PR Value	\$40,000
CASH	
Advertising & Promotion	\$160,000
TOTAL IN-KIND, VALUE ADD, CASH	\$860,000

Next Steps

- Present event activation overview and funding request to City Council on June 3rd.
- Continue City meetings with Economic Development, CVB and tourism community partners to bring event activation to fruition.
- Secure approval to utilize large format graphics and way-finding signage on the event site and throughout Scottsdale.
- Ensure City support on event activation and sound requirements.
- Create Scottsdale Trolley/Scottsdale Express route and stop.
- Present opportunities to further partner with the AZ Super Bowl Host Committee.

Item 26

Steve Geiogamah
Presentation

Scottsdale FanFest Event

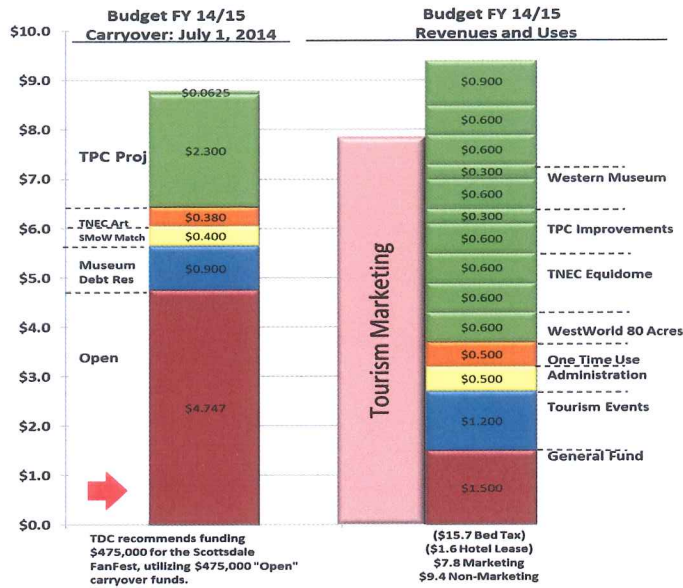
**City Council
June 3, 2014**

Requested Action

Adopt Resolution No. 9756, with changes, so that the resolution reads:

Authorize funding, not to exceed \$475,000, from the bed tax carry over funds for "Scottsdale FanFest" and authorize the City Mayor to execute Agreement No. 2014-052-COS with the Scottsdale Fashion Square, LLC.

Tourism Development Fund Allocation (\$ in millions)



Event Review Process

- Proposal reviewed to ensure program objectives and criteria are established.
- TDC can provide an event funding recommendation based on a proposal review and support documentation.
- Event funding recommendations forward to city council for approval-staff establishes equally substantial return.
- Payment is not made until contract requirements are met.

Contract Highlights

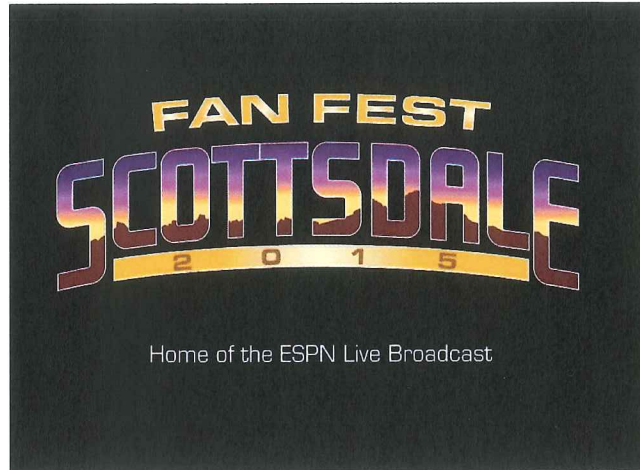
- Seven live mentions or pre-recorded messages indicating that ESPN Sports Television will be broadcasting from Scottsdale in the week prior to the event.
- No less than twenty (20) live mentions per day Monday through Friday - ten (10) live mentions per day Saturday and Sunday during the event.

Contract Highlights

- If the amount the producer received in sponsorships exceeds the agreed upon budget amount, the event funds will be reduced by the amount the sponsorship amount exceeds the budget amount.
- Scottsdale Fashion Square, LLC will provide the City a post event report which will provide an evaluation of Scottsdale Fashion Square, LLC under this agreement, the benefits to the City and the public achieved.

Item 26

Scottsdale Fashion
Square Presentation



Agenda

- Super Bowl Economic Impact
- ESPN FanFest Scottsdale
 - Requirements
 - Vision
 - Goals
 - Marketing & PR Strategy
- Financial Outline
- Next Steps



Super Bowl 2008 Economic Impact

- In 2008, Super Bowl XLII resulted in **\$500M** in economic impact to Arizona.
- Over Super Bowl weekend (Jan.31 – Feb.4), Scottsdale and Paradise Valley realized significant increases in hotel occupancy and rate
 - Hotel room Average Daily Rate (ADR) was **\$410.31** vs. **\$267.36** - **54%** higher than the rest of the valley.
 - Revenue Per Available Room (RevPAR) was \$384.87 vs. \$212.95 - **81%** higher than the rest of the valley.
 - Occupancy was **93.8%** over Super Bowl weekend which was **18%** higher than the Phoenix metro area at **79.5%**
 - The night before Super Bowl Sunday, Scottsdale experienced an occupancy of **96.7%**, the highest on record.

2



Super Bowl 2015 Economic Impact

- *Early projections for the 2015 Super Bowl economic impact are approaching **\$600M**
- **Scottsdale can earn **\$727K** in incremental estimated tax revenue and has the potential to surpass this figure by bringing additional fan-based activities to the City such as Scottsdale's ESPN FanFest.
- **The City can also earn an estimated **\$1.75M** value in national and international media coverage from ESPN, Fox Sports and other networks.

*AZSBHC
**City of Scottsdale

3



Competition

- To “play ball” and secure AZ for Super Bowl 2015, all communities, including Scottsdale (\$645K), came together to invest **\$3M**.
- In addition, cities are “competing in the game” by investing in their destination to further garner Super Bowl traffic:
 - **Glendale**
 - Super Bowl location
 - Westgate
 - Moved long-standing, annual event “A Chocolate Affair” to Super Bowl weekend
 - Large area for events, but not walkable to other events in the metro area
 - **Tempe**
 - Tempe Beach Park
 - ASU Campus and stadium
 - **Downtown Phoenix**
 - Mayor Stanton has committed an additional **\$1M+** to have additional “Super Bowl-sized” events in Phoenix
 - Phoenix announced “**Super Bowl Central**” including the NFL Experience, Super Bowl Boulevard events (est. 200K attendance) in addition to hosting the Media Center



Competition: Super Bowl Central





ESPN FanFest - Scottsdale

Monday, January 26, 2015 – Sunday, February 1, 2015
at Scottsdale Fashion Square

- Site chosen by ESPN because of downtown energy and vibe; the only outdoor, urban event space available in the city which offers a “signature” view of Camelback Mountain
- Official ESPN Broadcast
 - Credentialed reporters, photographers and sports commentators converge to broadcast live the week of Super Bowl
 - Conducting player/coach interviews, pre-game analysis, celebrity appearances, meet & greet, demonstrations and fan rally
 - Require 250 fans in audience during all broadcasting time throughout the week
 - Require event activation surrounding the broadcast to create energy and excitement
 - Backdrop of Camelback Mountain

6



ESPN FanFest - Scottsdale

- **LIVE ZONE FOOTPRINT**
 - 30K sq. ft. of ESPN space; 70K sq. ft. of event activation space
 - (1) Main Stage
 - (1) Football Field Demo
 - (2) Pod Stages adjacent Main Stage
- **BACK OF HOUSE**
 - Trailer Village
 - (8) Trucks
 - (4) Production Trucks
 - (1) Tent for Green Room

7



ESPN Production Schedule

ESPN Super Bowl Show Production Schedule: (ALL TIMES LOCAL)

Monday-Friday				Saturday				Super Bowl Sunday				
Truck:	Truck 1	Truck 2	POD Stage	Truck:	Truck 1	Truck 2	Pod	Truck:	Truck 1	Truck 2	Stadium Field	Pod
Time				Time				Time				
1:00AM				1:00AM				1:00AM				
2:00AM				2:00AM				2:00AM				
3:00AM				3:00AM				3:00AM				
4:00AM		Mike and Mike		4:00AM				4:00AM		Sports Reporters		SCAM
5:00AM		Mike and Mike		5:00AM				5:00AM				SCAM
6:00AM		Mike and Mike	SC	6:00AM				6:00AM			BREAK	SCAM Team
7:00AM	SC Segments	Mike and Mike	SC	7:00AM				7:00AM		SCAM segs	Sunday	Sunday
8:00AM	SC Segments	The Herd	First Take	8:00AM	NFL Weather	BREAK		8:00AM		NFL		NFL Countdown
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NOON	SC Special	SVP	FTI	NOON				NOON				
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9:00PM				9:00PM				9:00PM				
10:00PM				10:00PM				10:00PM				
11:00PM				11:00PM				11:00PM				
MIDNITE				MIDNITE				MIDNITE				

Orange = Show Times | Pre-Production Times

SET LOCATIONS
 NFL Live/SportsCenter - Main Room - Main set annex
 INET - Main set | Sports Nation - ESPN Radio set

Pre-Production Times



ESPN Site Plan





Vision

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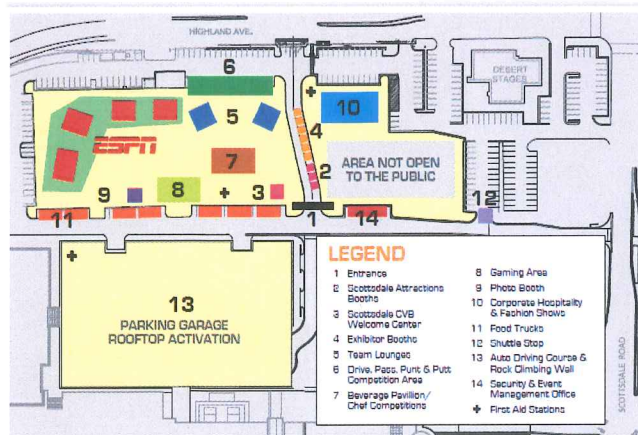
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14



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*WP Carey School of Business at ASU provided

16



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Financial Outline & City Funding Request

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