Docusign Envelope ID: 4301EE76-4DDF-8BD8-821D-B1108539DD26

Item 11

CITY COUNCIL REPORT

Meeting Date: **November 10, 2026**
General Plan Element: ***Economic Development***
General Plan Goal: ***Sustain Scottsdale as a tourist destination***

ACTION

Scottsdale Ferrari Art Week Adopt Resolution No. 13808 authorizing funding up to $75,000 from the portion of the FY 2026/27 Tourism Development Fund that is allocated toward event retention and development, and Contract No. 2026-171-COS with the Scottsdale Art Week LLC for Scottsdale Art Week.

BACKGROUND

Arts and culture are important components of Scottsdale's tourism identity, contributing to the destination's appeal and national and international visibility.

Scottsdale Ferrari Art Week is an annual contemporary art event held at WestWorld of Scottsdale, featuring more than 100 leading art galleries, cultural performances and special programming. The event attracts collectors, art enthusiasts and visitors while showcasing Scottsdale as a premier arts and cultural destination.

Scottsdale Art Week, LLC, producer of Scottsdale Ferrari Art Week, has requested $75,000 in funding for a one-year agreement supporting event development. This represents the event's third year of participation in the Event Development Funding Program. Although the program has been suspended, Scottsdale Ferrari Art Week is one of four previously approved events eligible to complete the funding cycle under the program's established criteria.

On September 15, 2026, the Tourism Development Commission recommended that the City Council allocate up to $75,000 in support of the one-year agreement. Allocation of potential funds will be from the Tourism Development Fund established for events and event development.

ANALYSIS & ASSESSMENT

Scottsdale Ferrari Art Week will return to WestWorld of Scottsdale March 18–21, 2027, for a four-day event featuring leading art galleries, exhibitions and cultural programming, with attendance anticipated to reach 20,000.

Action Taken _____

Docusign Envelope ID: 4301EE76-4DDF-8BD8-821D-B1108539DD26

The producer has identified $200,000 in direct marketing expenditures within a total event budget of $2.7 million. Proposed marketing and promotional activities will highlight Scottsdale as a premier arts and cultural destination, supporting tourism visibility and visitation.

City staff have evaluated the proposed marketing and promotional benefits to determine their value to Scottsdale and the local tourism industry. Staff have determined that the proposed benefits represent direct consideration substantially equivalent to the City's proposed expenditure.

Following the conclusion of the event, the event producer will provide the city with a post-event report evaluating the producer's performance under the event funding agreement and the benefits achieved for the city and the public. If the producer does not meet the funding criteria established in the agreement, the funding amount will be reduced accordingly, consistent with the terms of the agreement.

Community Involvement

Discussion regarding this event took place at the Tourism Development Commission meeting on September 15, 2026.

RESOURCE IMPACTS

Available Funding

The recommended city investment is up to $75,000 for the event funding agreement. Based on Tourism Development Fund sources and uses included in the FY 2026/27 Operating Budget, funds are available.

Staffing, Workload Impact

No additional staffing or other resources are expected.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution No. 13808, authorizing funding in an amount up to $75,000 from the portion of the Tourism Development Fund that is allocated toward event retention and development, and approving Contract No. 2026-171-COS.

RESPONSIBLE DEPARTMENT

Tourism & Events

STAFF CONTACT

Steve Geiogamah, Tourism Development Manager, SGeiogamah@scottsdaleaz.gov

Docusign Envelope ID: 4301EE76-4DDF-8BD8-821D-B1108539DD26

APPROVED BY

Signed by:
Scott Selin
1247918759 3B4F8...

10/26/2026

Scott Selin, Budget Director — Date
(For Financial Policies Compliance and Budget Appropriation)
480-312-2603, sselin@scottsdaleaz.gov

Signed by:
Kevin Burke
AF2373CA46D9455...

10/26/2026

Kevin Burke, Senior Director of Economic Development & Tourism — Date
480-312-2533, kburke@scottsdaleaz.gov

Signed by:
Judy Doyle
C1A0F7B0F0ED484...

10/26/2026

Judy Doyle, Deputy City Manager — Date
480-312-2691, JDoyle@scottsdaleaz.gov

Signed by:
Greg Caton
044920DD3EAD4C9...

10/26/2026

Greg Caton, City Manager — Date
480-312-7759, gcaton@scottsdaleaz.gov

ATTACHMENTS

1. Resolution No. 13808
2. Contract No. 2026-171-COS

RESOLUTION NO. 13808

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING FUNDING UP TO $75,000 FROM THE PORTION OF THE FY 2026/27 TOURISM DEVELOPMENT FUND THAT IS ALLOCATED TOWARD EVENT RETENTION AND DEVELOPMENT FOR SCOTTSDALE ART WEEK PRESENTED BY SCOTTSDALE FERRARI AND APPROVING AGREEMENT NO. 2026-171-COS WITH SCOTTSDALE ART WEEK LLC

WHEREAS, City desires to provide funds for Scottsdale Art Week presented by Scottsdale Ferrari; and

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

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 $75,000 from the portion of the FY 2026/27 Tourism Development Fund that is allocated toward Event Retention and Development for promoting the City of Scottsdale through Scottsdale Art Week presented by Scottsdale Ferrari.

Section 2. The City Council authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2026-171-COS with Scottsdale Art Week LLC.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this ____ day of _____, 2026.

CITY OF SCOTTSDALE, an Arizona municipal corporation

_____
Lisa Borowsky, Mayor

ATTEST:

_____
Ben Lane, City Clerk

APPROVED AS TO FORM:

_____
Luis E. Santaella, City Attorney
By: William Hylen, Deputy City Attorney

EVENT FUNDING AGREEMENT

THIS EVENT FUNDING AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ by and between Scottsdale Art Week 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 10.02 to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona.

B. Producer is the producer of Scottsdale Art Week presented by Scottsdale Ferrari (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 up to the maximum amount of $75,000 (the "Event Amount") for the Event.

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.

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 determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse these amounts, taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

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 open to the public and have attendance of at least 5,000.

2.2 The Event shall be held on the dates shown on **Exhibit A**. Notwithstanding the foregoing, if the Event fails to occur on the above date solely due to weather, an act of God, or a condition beyond the reasonable control of Producer, then the Parties may agree to reschedule the Event (or any portion thereof) 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 or the Parties cannot agree on a rescheduled date, this Agreement will terminate, and City shall have no further obligation to provide additional funds beyond the value of sponsorship benefits provided as of the date of termination.

2.3 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.

2.4 Producer shall publicly acknowledge the City support represented by this Agreement. All publicity and messaging that acknowledges any person or entity that supports the Producer financially or through provision of products or services (hereinafter "supporter") shall acknowledge the City as a supporter and shall utilize (where appropriate in City and Producer's discretion) a logo provided by City. At a minimum, Producer shall acknowledge the City as a supporter at least twice in publicity and messaging. No other use of City's name is allowed in any form of advertising or public relations without prior City approval. Consistent with this Agreement's requirement that Producer publicize and promote the City, Producer and its officers, directors and agents will not disparage the City or its officers, agents or employees during the term of this Agreement.

2.5 Producer shall provide the City with benefits, including recognition and publicity, commensurate with benefits provided to other supporters at a similar support level as the City.

2.6 At the time of the Event, City may elect to conduct an event intercept survey. City shall provide the survey questions. Producer shall pay to City up to fifty percent (50%) of the cost of the survey as requested by City's contract administrator, Producer's share not to exceed Three Thousand Five Hundred Dollars ($3,500). Producer shall cooperate, as requested by the City, with City in conducting the intercept survey and shall not hinder or prevent City from conducting the survey. Producer will reimburse this cost within 60 days of the City sending an invoice.

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

2.7.1 The Post Event Report shall include the following:

2.7.1.1 A narrative description of:

2.7.1.1.1 The Event.

2.7.1.1.2 Producer's performance under this Agreement.

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

2.7.2 Any publication tear sheets, air-time logs, website content, distribution or viewing logs, and other evidence of media publication or distribution verifying that Producer has performed the Non-Reimbursable Activities, all in form and content acceptable to City.

2.7.3 If applicable, a tear sheet of City's full-page advertisement in the Event program.

2.7.4 Any economic impact report that Producer may prepare or obtain of the Event.

2.7.5 The results of any intercept survey or similar data Producer may prepare or obtain of the Event.

2.7.6 The results of Producer's tracking of hotels and other lodgings used by persons attending the Event based on evidence from Scottsdale Hotels.

2.7.7 The Event's effects on City hotels.

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

2.7.9 A statement of the total attendance for the Event.

2.7.10 A statement identifying all of the Producer's partners and all supporters of the Producer. For purposes of this Section, "partner" means any individual or entity that invests in, receives or may receive benefits from the Producer.

2.7.11 Such other information as the Post Event Report template to be provided by City shall require. The Post Event Report shall follow the format of the template provided by the City.

2.7.12 Producer shall deliver the Post Event Report to City no later than 60 days after the Event or by May 31 following the Event, whichever is earlier.

2.7.13 Producer shall deliver the Post Event Report and the Invoice simultaneously in the same package.

3. Event Fund Payment. Producer shall request Event Funds and City shall pay Event Funds based on the quantified values in Producer's post-Event report as follows:

3.1 City's payment of the Event Funds is conditioned upon Producer executing and performing this Agreement. City reserves the right to reduce the Event Amount below $75,000 or not make payment if Producer fails to fully perform all terms of this Agreement.

3.2 Subject to Section 3.3, City shall make the payment within thirty (30) days after receiving all of the following:

3.2.1 The Post Event Report;

3.2.2 The Invoice;

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

3.3 If the City determines that an audit under Section 7 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in

Section 3.2 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

4. Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all applicable state, local and federal laws, policies and regulations. 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, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others of Producer connected with the Event 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 customers or 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 insurance during the Event and during all setup and takedown and shall include and comply with coverages and limits as follows:

6.1 The following coverages are required as applicable:

6.1.1 If any vehicle is used in the performance of the scope of work that is the subject of this contract, the Producer must maintain Commercial/Business Automobile Liability insurance with a limit of not less than $1,000,000 each occurrence with respect to the Producer's 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 Commercial General Liability insurance on a per occurrence form 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 by Producer, Garagekeepers Legal Liability with limits of not less than $75,000 per vehicle.

Docusign Envelope ID: FCFD0929-B00B-8FE1-829F-ACB27BD35943

6.1.5 If alcohol is sold at the Event by Producer or its subcontractor, 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. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from work performed related in any way to the event

6.3 The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed related in any way to the event

6.4 The Producer's insurance coverage, including any excess insurance policies, must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the Producer and must not contribute to it

6.5 If the Producer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Producer's responsibility to provide prompt notice of same to the City's contract administrator, unless such coverage is immediately replaced with similar policies.

6.6 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.

6.7 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.8 Required insurance shall be issued by 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.

6.9 By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect the Producer. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Producer from, nor shall it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

6.10 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. However, if the Event occurs at a City-owned or managed site or if the event receives a special event

permit and a certificate evidencing the required insurance is provided to the City's contract administrator for the venue agreement or the special event permit, a separate certificate does not need to be provided to the contract administrator for this Agreement.

7. Records and Audit Rights. Producer's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Producer or any of Producer's payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Producer's records and personnel in accordance with the provisions of this Section throughout the term of this contract and for a period of 3 years after last or final payment.

Producer shall ensure that records necessary to substantiate changes and claims by subcontractors who perform work under this contract are made available for City inspection and subject to audit and/or reproduction by: inserting a provision requiring subcontractors to comply with this Section in a written agreement between Producer and subcontractor; or obtaining the relevant documents from the subcontractor.

If an audit in accordance with this Section discloses overcharges of any nature by the Producer to the City in excess of 1% of the total contract billings, the cost of the City's audit, but not exceeding the amount of the overcharge, will be reimbursed to the City by the Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Producer.

8. 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 ten (10) days written notice. If the Event is canceled, this Agreement and all obligations of City and Producer hereunder shall also be cancelled at such date.

9. Other City Contracts and Resources. City's obligations to Producer are limited to the specific items detailed in this Agreement. For example, this Agreement does not obligate City to provide road closures, road closure equipment, hydrant water, emergency medical service, route clean-up service or other operations support. This Agreement does not allow Producer to conduct the Event at a City park or right-of-way or on other City land. If Producer desires use of City resources, then Producer must pursue those City resources through normal processes. Without limitation, City's support of the Event is not a commitment that such City resources will be available, even if the City resources are discussed in this Agreement or are necessary to conduct the Event in the manner contemplated by this Agreement. Without limitation, this Agreement does not authorize any use of any land or facilities owned, controlled or operated by City or any third party. Producer shall not use such land or facilities without first entering into separate contracts for such use. City has not promised Producer any such contracts or use. This Agreement is not a promise to make City venues or other resources available for the Event. Any use of City property for the Event would require a separate contract. If Producer enters into any other agreements with City, including without limitation agreements for the same event, for other events, or for use of city venues or resources for any event, then any violation of

this Agreement or any of the other agreements by Producer shall be a violation by Producer of all such agreements and this paragraph shall be deemed to be included in all such other agreements. If any other such agreement imposes on Producer different requirements than this Agreement, then the stricter requirements shall apply.

10. Miscellaneous.

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

10.2 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

10.3 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.

10.4 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.

10.5 Candidates for Office. Producer shall not allow the Event to feature or otherwise spotlight a candidate who is currently running for election or re-election for any political office.

10.6 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.

10.7 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.

10.8 Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to A.R.S. §41-4401(A)(1) that Producer and its contractors comply with A.R.S. §23-214(A). Pursuant to A.R.S. §41-4401(A)(2), a breach of this paragraph shall be a material breach of this Agreement and an event of default, which shall entitle City to exercise any and all remedies described in this Agreement or otherwise available at law or equity, including without limitation termination of this Agreement. However, pursuant to A.R.S. §41-4401(C), Producer shall not be deemed to be in material breach of the warranty if Producer and its contractors establish that they have complied with the employment verification provisions prescribed by §274A and §274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). City shall have the right to inspect the records and papers of Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

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

If to City: Steve Geiogamah (Contract Administrator)
Tourism Development Manager
City of Scottsdale
7447 E Indian School Rd
Scottsdale, AZ 85251

If to Producer: Michael Anthony Scerbo, Deputy Director of Public Affairs
Rose + Allyn Public Relations
7144 E Stetson Dr, Suite 400
Scottsdale, AZ 85251
mscerbo@roseallynpr.com

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.

10.10 Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

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

PRODUCER: SCOTTSDALE ART WEEK LLC

Signed by:
Michael Scerbo
AB321B9536A2499...
Signature

By: Michael Scerbo
Print Name

Its: A
Title

CITY: CITY OF SCOTTSDALE, a municipal corporation

By: _____
Lisa Borowsky, Mayor

ATTEST:

By: _____
Ben Lane, City Clerk

APPROVED AS TO FORM:

Luis E. Santaella, City Attorney
By: William Hylen, Deputy City Attorney

George Woods, Safety and Risk Management Director

Steve Geiogamah, Tourism Development Manager

Docusign Envelope ID: FCFD0929-B00B-8FE1-829F-ACB27BD35943

Exhibit A

Producer shall ensure the following:

- The official title of the Scottsdale Art Week at WestWorld on March 18-21, 2027, will be "Scottsdale Art Week presented by Scottsdale Ferrari" (the "Event") and will be referred to by this title in all print and other references.

- Producer shall include the City name and/or logo in all Event media including television, local and national public relations, radio, print, schedules, press material and digital media.

- The City of Scottsdale shall be identified as host on the Event website. The Event website shall include a link to the Old Town Scottsdale website, which promotes Old Town Scottsdale as a destination.

- Producer shall ensure that an Event program that promotes Old Town Scottsdale and includes a link to the Old Town Scottsdale website is placed in the Wall Street Journal and New York Times out-of-state regional markets.

- Producer shall ensure that Old Town Scottsdale literature and/or promotional material that promotes Old Town Scottsdale as a destination will be distributed to participants at the Event. City shall provide literature and/or promotional material to Producer one week prior to the Event.

- Producer shall make all reasonable efforts to present the Event to media outlets for possible inclusion in feature stories and tv segments.

- Producer shall prominently feature Scottsdale visitor information in Event press releases and public service announcements.

- Producer shall work closely with City of Scottsdale to create additional promotional opportunities for the Event.

- Producer shall ensure a minimum of a $75,000 marketing value in the Event as reasonably determined by the City. Such value shall be reflected in a marketing and promotional plan. Producer shall provide the marketing and promotional plan to the City's contract administrator by March 12, 2027.