

COUNCIL DECISION REQUEST

SUBJECT: Request to approve the participation agreement with Insights "Discover America" Television Series.

MEETING DATE: September 8, 2011

PAYSON GOAL: NEW: EXISTING: x

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Cameron Davis 
Parks, Rec and Tourism Director

AMOUNT BUDGETED:

SUBMITTAL TO AGENDA

EXPENDITURE REQUIRED: \$19,800.00

APPROVED BY TOWN MANAGER

CONT. FUNDING REQUIRED: \$0.00


EXHIBITS (If Applicable, To Be Attached):

POSSIBLE MOTION

I move to approve the Insights - Discover America Television Show participation agreement, authorize the Town Manager to sign it and authorize Town staff to move forward to complete this project.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

Payson has been selected to appear on the Insights – Discover America Television Series hosted and co-produced by Terry Bradshaw. The Town of Payson was selected to be showcased on this program due to the following:

1. The distinct advantages our region has as it applies to culture, education, workforce, recreation, natural beauty and total "quality of life".
2. Water Conservation Initiatives
3. Our quest to establish a 4 year University and a vision for affordable higher education in a rural setting
4. Establishing a foothold as a "Green" community using solar power as a main economic driver.
5. History and Heritage

The Town of Payson will receive the following:

- A 5 minute segment that will be professionally produced and hosted by sports icon Terry Bradshaw. This segment will be featured 1 time nationally on the Travel Channel and/or FOX Business Network, and 19 times regionally through a combination of CNN Headline News and/or ION Broadcast Stations in up to 15 markets. All total the Town of Payson will receive 100 minutes of televised air time in 15 of the largest US markets (we get to choose what markets).
- The Town of Payson will be granted complete licensing rights to the segment and the show to be used in any of our promotional efforts.
- A broadcast-quality DVD will be supplied of our feature that we may copy and distribute as we like.

There is a production fee of \$19,800. This covers the production of our five-minute video segment, the television airtime and placement on the national networks mentioned above. For the 2011 fiscal year the Town budgeted money to help with keeping the Tonto Natural Bridge State Park open. Arizona State Parks is now funding this park again, so this money can be used for other promotional purposes.

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PROS:

If the Town were to buy 100 minutes of nationally televised air time on the open market it would cost in excess of well over \$100,000. To receive this type of quality along with a celebrity spokesperson and at a rate of \$19,800 this is a good deal for our community.

The Town of Payson will be able to continue to build on this segment along with other things we have achieved like the Governor's Award at the 2008 Governor's Rural Development Conference for the best Community Website, the title as Arizona's Best Small Town in 2008 and in 2009 being named the best Small Town Rodeo by True West Magazine.

By participating in this program we are continuing to fulfill one of the Town's Strategic Planning initiatives of building Payson's brand name.

CONS:

Staff does not see any cons to participating in this venture.

PUBLIC INPUT (if any): None

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes):

FUNDING:

Acct: 10151405006600 ⁰¹⁻⁷⁹⁰⁰	Budget: 38,000	Available: 35,667	Expense: 19,800	Remaining: 15,867.
Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:

BA: Hope Cuth Date: 8-29-11

PARTICIPATION AGREEMENT

Date: August 23, 2011
Participant: **Town of Payson, AZ**
Market: National (*See Distribution Checklist*)
Show: **Insights with Terry Bradshaw**

Project No: INSn-92604cm/jm
Authorized by: Cameron Davis
Associate Producer: Craig Molloy
Feature: 5 minute feature

Insights ("PRODUCTION COMPANY"):

- 1) PRODUCTION COMPANY will provide a complete licensed and insured production and scriptwriting team (field production, graphics, music, voice-overs, program editing, set design and lighting) for domestic taping and completion of feature for PARTICIPANT.
- 2) PRODUCTION COMPANY will provide PARTICIPANT with a copy of its segment, including a show open hosted by Terry Bradshaw. PRODUCTION COMPANY hereby grants to PARTICIPANT complete licensing rights to the segment and the show open, which PARTICIPANT may use for any legal purpose
- 3) This feature will be used on the *Insights* show airing one (1) time nationally on Travel Channel and/or FOX Business Network, and 19 times regionally through a combination of CNN Headline News and/or ION Broadcast Stations in up to 15 markets as indicated on the distribution checklist. All airings to occur 6:00 a.m. to 11:00 p.m.
- 4) PRODUCTION COMPANY will include the PARTICIPANT in conjunction with the promotions of the series in any available editorial articles, as well as, press releases distributed to relevant industry organizations targeting consumer and business networking sites
- 5) Content to include, but not limited to: **educate viewers about the history and heritage of the City of Payson, Arizona; discussion about the region's distinct advantages as it applies to culture, education, workforce, recreation, natural beauty and total "quality of life"; visuals of industry sites and/or business owners/residents and if possible, case studies to back up content, and third party interviews with an organization representative.**

Town of Payson, AZ ("PARTICIPANT"):

- 1) PARTICIPANT will provide input into the scripting by filling out a PARTICIPANT questionnaire, reviewing and signing off on feature outline for accuracy, filling out and approving production schedules and providing literature as well as background information. PARTICIPANT is required to sign off and approve script and final edited segment before going to network. All press releases must be pre-approved by both parties prior to release.
- 2) PARTICIPANT understands and acknowledges that the PRODUCTION COMPANY will immediately begin work on certain aspects of the PARTICIPANT'S feature and delegate personnel in association with the development, promotion, scheduling, pre-production and production with the goal to have the script developed within thirty to forty-five days upon PARTICIPANT returning the Editorial Information Form.
- 3) \$19,800 USD is the total scheduling fee. PARTICIPANT will incur no additional cost relating to the parameters of this agreement.
- 4) PARTICIPANT acknowledges and agrees to pay the total scheduling fee as follows: 1/2 due thirty days from agreement execution, and 1/2 due sixty days from agreement execution
- 5) PARTICIPANT, if appropriate, will provide end user for testimonial, company spokesperson, talent and products for shooting.

The parties agree that Florida law applies and the jurisdiction and venue for any action regarding this agreement shall lie exclusively in the courts of Broward County, Florida. Once both parties authorize this agreement, Participant does irrevocably commit to participate in the television program described above and does further agree to provide the questionnaire and literature in a timely manner. All aspects of the agreement will be completed within twelve months or sooner of agreement execution assuming Participant does not withhold reasonable approvals. As stated, Insights and its national television show has no direct affiliation with the networks on which they air. Insights purchases the time through cable providers, networks and/or other media sellers. This agreement contains the full and complete understandings between the parties whether written or oral, pertaining thereto, and cannot be modified except by a written instrument signed by each party hereto.

Authorized Representative - Participant

Company /Position/ Print name

Date

Insights Representative

CEO of Insights

Date

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CEO of Insights

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