STATEMENT ON THE SUBJECT:

The City Council will consider co-sponsoring AIDS/LifeCycle 2020. The co-sponsorship will include fee waivers and partial street closure requests through West Hollywood along Santa Monica Boulevard on the way to the Finish Line Festival, taking place at Fairfax High School on Saturday, June 6, 2020.

RECOMMENDATIONS:

1) Approve partial closures of Santa Monica Boulevard and Ogden Drive on Saturday, June 6, 2020 from 8:00 a.m. to 5:00 p.m. in preparation for arrivals.

2) Approve fee waivers and potential loss of revenue in an amount not to exceed $4,714, which includes the waiver of Special Event Permit fees ($1,250), Encroachment Permit fees ($350) and potential loss of Parking Meter revenue (not to exceed $3,114).

3) Authorize City Manager or his designee to negotiate with AIDS/Life Cycle regarding additional requests.

4) Authorize the City Manager or designee to execute documents incident to the co-sponsorship agreement (Attachment A).

BACKGROUND / ANALYSIS:

AIDS/LifeCycle is a seven-day, fundraising bicycle ride from San Francisco to Los Angeles benefitting the HIV/AIDS services of the San Francisco AIDS Foundation and the Los Angeles LGBT Center. In its 18th year, the ride will take place from May 31 through June 6, 2020. AIDS/LifeCycle is expecting approximately 2,400 riders to take place in the event, each raising a minimum of $3,000.

In 2019, AIDS/LifeCycle rode through West Hollywood on its way to the Finish Line Festival at Fairfax High School. Once again, AIDS/LifeCycle is requesting controlled passage through West Hollywood. During the ride, all cyclists are expected to adhere to all traffic laws as directed by California Vehicle Code.

The 2019 event was on the same weekend as L.A. Pride; however, the 2020 event will take place the weekend before Pride, rather than the same weekend.
Route

Riders will enter the City of West Hollywood traveling eastbound on Santa Monica Boulevard in the number 2 lane and parking lane onto Ogden Drive. At Ogden Drive, riders will turn south and continue southbound to Melrose Avenue.

The West Hollywood portion of the route is included as Attachment B.

Event Services staff will work with Public Safety personnel on details of the closure plan. The eastbound number 2 lane of Santa Monica Boulevard is expected to be closed from 9:00 a.m. through 5:00 p.m. on Saturday, June 6. The ride does not require any full street closures.

Along the route, staff is recommending encroachment of the east-side parking meters on Doheny Drive, all south-side meters on Santa Monica Boulevard and encroachment of the west parking lane on Ogden Drive to Willoughby Avenue.

An approximate timeline of the event is outlined below.

Timeline

*Times are approximate and subject to change.*

Saturday, June 6, 2020

9:00 a.m. – 10:30 a.m. – Closure of number 2 lane and bike lanes on eastbound Santa Monica Blvd.

11:00 a.m. – First cyclists pass through the City of West Hollywood

2:30 p.m. - Main pack of cyclists pass through the City of West Hollywood

5:00 p.m. - Final cyclists pass through the City of West Hollywood

5:00 p.m. - Following the passage of the last cyclist and event support vehicles, number 2 lane is re-opened along Santa Monica Blvd.

The 2019 event raised $16.8 million and had 2,201 riders. Event organizers are forecasting similar totals for this year’s ride.

**CONFORMANCE WITH VISION 2020 AND THE GOALS OF THE WEST HOLLYWOOD GENERAL PLAN:**

This item is consistent with the Primary Strategic Goal(s) (PSG) and/or Ongoing Strategic Program(s) (OSP) of:

- OSP-6: Value and Encourage our Broad Diversity of Cultures.
- OSP-8: Enhance the Cultural and Creative Life of the Community.

In addition, this item is compliant with the following goal(s) of the West Hollywood General Plan:

- HS-2: Support and encourage arts and culture in West Hollywood.
- HS-3: Promote a community with strong social networks and cross-cultural interaction.
EVALUATION PROCESSES:
Enhanced evaluation processes are currently under development for events in the City. Once implemented, AIDS/LifeCycle will be required to adhere to these processes.

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:
Event producers are required to contract directly with City’s waste management provider to maintain consistent waste management practices and meet all required recycling and environmental guidelines.

COMMUNITY ENGAGEMENT:
AIDS/LifeCycle will be required to notify impacted businesses and residents per the Special Event Permit notification requirements.

OFFICE OF PRIMARY RESPONSIBILITY:
ECONOMIC DEVELOPMENT DEPARTMENT / EVENT AND FILM SERVICES DIVISION
PUBLIC SAFETY DEPARTMENT

FISCAL IMPACT:
The recommendations in this item have a fiscal impact in an amount not to exceed $4,714.

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>$1,600</td>
<td>This item requests the waiver of City fees.</td>
</tr>
<tr>
<td>$3,114</td>
<td>This item results in a potential loss of City revenue.</td>
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</table>

ATTACHMENTS:
Attachment A - Event Co-Sponsorship Agreement
Attachment B - 2020 AIDS/LifeCycle Route through West Hollywood
City of West Hollywood
EVENT CO-SPONSORSHIP AGREEMENT

This Event Co-sponsorship Agreement (the "Agreement") is executed this 18th day of February, 2020 by and between the City of West Hollywood, California, a municipal corporation ("City"), and AIDS/LifeCycle, a California nonprofit public benefit corporation ("Event Organizer").

RECITALS

A. AIDS/LifeCycle is the organizer of the AIDS LifeCycle (the "Event"), a 7-day fundraising bicycle ride.

B. The City Council, at its February 18, 2020 meeting, approved the City’s co-sponsorship of the Event.

C. The Event will serve to promote and market the City of West Hollywood as an advocate for AIDS activism, while celebrating its community and broad diversity of cultures.

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the parties agree as follows:

1. Obligation; Event Description: Event Organizer is organizing and producing the Event on Santa Monica Blvd. between Doheny Dr. and Ogden Dr. on June 6th, 2020 and agrees to feature the City of West Hollywood as a co-sponsor of the Event. The City’s participation as a co-sponsor is limited to the activities described below.

   The City agrees to:

   1.1. Waive fees for partial closures of Santa Monica Blvd., and Ogden Dr. on Saturday June 6, 2020 from 9:00 a.m. to 5:00 p.m. in preparation for arrivals.

   1.2. Waive fees related to parking meter encroachments for the Event, not including the cost of posting no parking signs at designated meters.

   1.3. Provide path for cyclists on Santa Monica Blvd.'s eastbound lane from Doheny Dr. to Ogden Dr., and the southbound lane of Ogden Drive from Santa Monica Blvd. to Melrose Ave.

   1.4. Waive Special Event permit fees and Encroachment Permit fees for the Event.

   1.5. As appropriate, include a listing for the Event on the City’s website calendar and, at the discretion of the City, include Event information in other City communication channels.

   The Event Organizer agrees to provide:

   1.6. Organize all elements of the event and program.

   1.7. Post no parking signs at designated meters.
1.8. Provide adequate staffing for the day of the event needs, including but not limited to: an Event Producer and adequate security as appropriate for the Event.

1.9. Provide official City of West Hollywood logo placement and listing of the “City of West Hollywood” as “Co-sponsor” or Partner on Event website (with hyperlinks to www.weho.org), social media blasts, and on promotional materials.

1.10. Route approval of all uses of official City of West Hollywood logo through the City’s Representative and secure approval for City logo usage not less than two weeks prior to Event.

1.11. Provide event promotional information and materials to the City’s Representative not less than two weeks prior to event.

1.12. Share social media posts with the City’s Representative leading up to the Event (i.e. Facebook, Twitter, Instagram).

1.13. Event Report. Within thirty (30) days of the Event provide City with:

- A summary of the event activities.
- Details/metrics for measuring the event, including:
  - The number of attendees at the Event
  - Names of any Event speakers/contributors/sponsors

2. Administration.

2.1 The City’s Representative. Unless otherwise designated in writing, Kerry McCormack, shall serve as the CITY’s staff liaison and representative for the administration of the project. All activities performed by the Event Organizer shall be coordinated with this person.

2.2 The Event Organizer’s Representative. For the Event Organizer, Kevin Rogers shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by them shall be binding on the Event Organizer with regards to the Event. The Event Organizer’s Representative shall not be replaced without the written consent of the City.

3. Assignment. Neither this Agreement, nor any interest herein, shall be assigned by either party without the prior written consent of the other.

4. Indemnification. Neither party hereto shall be liable for any damages proximately resulting from the negligent or legally wrongful actions of the other party, its employees, agents, or contractors in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from such damages or liability.

5. Liability Insurance. Event Organizer shall maintain general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage and that provides coverage for the Event. The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds on a primary, non-contributory basis with respect to
liability arising out of the Event. Organizer must provide a certificate of insurance and policy endorsements showing proof of coverage.

6. Intellectual Property. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the use of any trademark, trade name, domain name, logo, design or other copyrighted materials including footage, photography and related art material (collectively referred to as "Intellectual Property") owned or used by a party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or nonperformance of this Agreement or any part thereof. Each party acknowledges that the other party's Intellectual Property are considered to be valuable and that it (or its licensors) claims to own all worldwide right, title and interest therein and thereto (including, without limitation, all copyrights, patents, trademarks, trade secrets, know-how, patent registration rights and any other proprietary or other rights). Each party agrees that it shall not use the Intellectual Property of the other party for any purpose other than for purposes of advertising and marketing the event or as specifically set forth in this Agreement.

Without limiting any other provision hereof, City shall have the right but not the obligation to use all Promotional Materials, including without limitation, the Event footage, in any and all media, now known or hereinafter devised, in perpetuity, throughout the universe, without additional compensation to any party, provided that any such use of such Promotional Materials shall be for promotional or educational purposes only.

7. Force Majeure. Neither party shall be liable for any delay or failure to perform under this Agreement if such delay or failure is caused by, or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdowns of land, sea or air transportation, vehicular accident, acts or deities, acts or restraints of any Government Agency, or any other events or occurrences which are beyond the reasonable control of such party.

8. Non-Discrimination and Equal Employment Opportunity. Event Organizer represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition.

9. Restrictions: Arab League Boycott of Israel. Event Organizer hereby affirms it does not honor the Arab League Boycott of Israel.

10. Modification: This Agreement shall not be modified, waived or rescinded unless in writing signed by authorized representatives of both parties. In the event of a conflict between the terms of any purchase order or invoice and this Agreement, this Agreement shall control.

11. Authority: Each party executing this agreement warrants and represents to the other that they have the right and authority to enter into this Agreement on behalf of and legally binding the party for whom they are signing.

12. Governing Law: This Agreement shall be governed by, and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of law.
13. **Representation:** Each of the parties hereto has been represented by its own counsel. In the event of a dispute, no provision of this Agreement shall be construed in favor of one party and against the other by reason of the craftsmanship of this Agreement.

14. **Entire Agreement:** This Agreement embodies the entire agreement between Event Organizer and City as to the subject matter hereof and expressly and unequivocally supersedes all previous agreements, warranties or representations, oral or written, which may have been made between Event Organizer and City as to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the 18th day of February 2020.

**EVENT ORGANIZER:** AIDS/LifeCycle

DocuSigned by:

[Signature]

Kevin Rogers, Chief Financial Officer, San Francisco AIDS Foundation

**CITY OF WEST HOLLYWOOD:**

[Signature]

Francisco Contreras, Acting Economic Development Director

Paul Arevalo, City Manager

**ATTEST:**

[Signature]

Yvonne Quarker, City Clerk