CONSENT CALENDAR

SUBJECT: CO-SPONSORSHIP OF WORLD DOG DAY 2020
INITIATED BY: MAYOR JOHN D'AMICO
COUNCILMEMBER LAUREN MEISTER
PREPARED BY: COMMUNITY & LEGISLATIVE AFFAIRS DIVISION
(John Leonard, Manager) (Andi Lovano, Senior Management Analyst)

STATEMENT ON THE SUBJECT:
The City Council will consider co-sponsoring World Dog Day to be hosted by The Vanderpump Dog Foundation on Saturday, May 16, 2020 from 10 am to 4 pm at West Hollywood Park.

RECOMMENDATIONS:
1) Authorize co-sponsorship of World Dog Day 2020 and approve the use of West Hollywood Park on Saturday, May 16, 2020.
2) Authorize the use of the City name and logo on invitations, programs, and other collateral materials.
3) Waive the Special Event Permit fee, Encroachment fee, Building and Safety fees, and parking at the 5-story parking structure for event volunteers and vendors (estimated $3,650).
4) Direct the Communications Department to utilize all appropriate communications tools to promote the event such as the City's website and social media tools.
5) Authorize the City Manager or designee to execute documents incident to the co-sponsorship agreement.

BACKGROUND / ANALYSIS:
World Dog Day is a day that focuses on the celebration of dogs. The day aims to draw attention to the amazing, empathetic creatures that dogs are, while raising awareness about global dog abuse, specifically the Yulin Dog Meat Festival. The Dog Meat Festival in Yulin, Guangxi Zhuang Autonomous Region, China, begins on June 21 each year. More than 10,000 dogs are reported to be captured, transported in cages, and killed for human consumption every year for this annual event. In addition, more than 10 million dogs are killed annually in China for the dog meat trade. This festival epitomizes the cruelty of the dog trade industry. Many of the dogs are stolen from their owners. Many die during transport to the slaughterhouse after days or weeks without food or water, and...
others suffer illness and injury during transport, such as broken bones. In 2016, the City of West Hollywood passed a resolution condemning the Dog Meat Festival in Yulin, China.

The Vanderpump Dog Foundation was formed to aid in ending this international atrocity, and to also better the lives of dogs domestically. The Foundation is built on a platform of education, legislation, and activism. Through the organization’s legislative campaigns, domestic and international awareness, and rescue and rehabilitation efforts, it hopes to end the barbaric torture once and for all.

World Dog Day has been hosted by The Vanderpump Dog Foundation in West Hollywood for several years. Event organizers reported that the 2019 event had 2,500 attendees with 39 vendors. On top of that, the adoption portion of the event proved to be a huge success. Countless dogs found homes and many connections were made to provide for future adoption opportunities.

This year’s event promises to be an equally inspiring and celebratory event with vendors and activities for all canine members of the community and their guardians to enjoy. West Hollywood Park and the dog parks will continue to be open to the public during this event. The event organizers will provide adequate waste bags and waste stations as needed to accommodate the demand.

The City of West Hollywood has a history of supporting measures that promote the protection of animal rights and the City is often recognized as one of the most animal-friendly municipalities in the nation. The City recently opened two new dog parks at West Hollywood Park, which immediately became an extremely popular amenity with open space with shade trees, small mounds and turf terraces, and water stations.

**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-11: Community Education.

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

- HS-1: Maintain and pursue humane social policies and social services that address the needs of the community.
- HS-3: Promote a community with strong social networks and cross-cultural interaction.
EVALUATION PROCESSES:
The event organizers will be required to submit post-event data and the event will be evaluated by attendance and the quality of the programming experienced by the attendees.

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:
N/A.

COMMUNITY ENGAGEMENT:
The event organizers will outreach to various non-profit organizations and community partners for their participation and promotion of the event.

OFFICE OF PRIMARY RESPONSIBILITY:
ECONOMIC DEVELOPMENT DEPARTMENT / EVENT SERVICES DIVISION

FISCAL IMPACT:
The total fiscal impact of this item is $3,650 in waived fees, including the special event permit fee not-to-exceed $750 (minor non-profit), the encroachment permit fee of $100, building and safety permit fees not-to-exceed $1,500, the negotiated park facility use fee of $400, and $900 in waived parking fees from an estimated 75 volunteers and vendors (75 x $12.00/person = $900).

ATTACHMENT:
1. Event Co-sponsorship Agreement
City of West Hollywood
EVENT CO-SPONSORSHIP AGREEMENT

This Event Co-sponsorship Agreement (the "Agreement") is executed this 19th day of February, 2020 by and between the City of West Hollywood, California, a municipal corporation ("City"), and Vanderpump Dogs, a California nonprofit public benefit corporation ("Event Organizer").

RECITALS

A. Vanderpump Dogs is the organizer of the World Dog Day (the "Event"), a free and open to the public event celebrating dogs through speakers, performances, and vendors with dog-related booths.

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

C. The Event will serve to celebrate dogs and highlight the need for ongoing awareness of the issue of global dog abuse, specifically the Yulin Dog Meat Festival.

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 at West Hollywood Park's Great Lawn on May 16, 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. Provide mutually agreed in-kind services as follows:

- Waive facility use fees for use of West Hollywood Park on Friday, May 15, 2020 for Event set-up.
- Waive facility use fees for use of West Hollywood Park on Saturday, May 16, 2020 for Event.
- Waive fees for a Special Event Permit, Encroachment Permit, and Building and Safety Permit.
- Provide seventy-five (75) parking validations for event volunteers and vendors at the West Hollywood Park 5-story parking structure.
- As appropriate, including a listing for the Event on the City's website calendar and, at the discretion of the City, include Event information and Event highlights in other City communications channels.

The Event Organizer agrees to provide:

1.1. Organize all elements of the event and program.
CITY OF WEST HOLLYWOOD  
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1.2. Provide adequate staffing for all pre-production elements on Friday, May 15, 2020 and day-of event needs on Saturday, May 16, 2020, including, but not limited to: an Event Producer, onsite Event Management, and adequate security as appropriate for pre-production and production elements of the Event.

1.3. 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.

1.4. 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.

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

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

1.7. Financial Performance Data. Within thirty (30) days of the Event provide City with:
   - The Profit and Loss statement of the Event and the Event Organizer, including a summary of all revenues and expenditures.

1.8. 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.
     - Names of any Event speakers
     - Names of Event contributors/sponsors

1.9. Provide adequate security as appropriate for the Event.

2. Administration.

2.1 The City’s Representative. Unless otherwise designated in writing, Moya Márquez, 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, John Blizzard 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 of 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 19th day of February, 2020.

EVENT ORGANIZER: The Vanderpump Dog Foundation

[Signature]

John Sessa, Executive Director, The Vanderpump Dog Foundation

CITY OF WEST HOLLYWOOD:

[Signature]

Francisco Contreras, Acting Director of Economic Development

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Paul Arevalo, City Manager

ATTEST:

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Yvonne Quarker, City Clerk