SUBJECT: CO-SPONSORSHIP OF PAWSAPALOOZA

INITIATED BY: MAYOR PRO TEMPORE LINDSEY HORVATH
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 PAWSAPALOOZA Festival & Marketplace to be hosted by PAWS/LA on Saturday, May 30, 2020 at West Hollywood Park.

RECOMMENDATIONS:

1) Authorize co-sponsorship of PAWSAPALOOZA Festival & Marketplace and approve the use of West Hollywood Park on Saturday, May 30, 2020 from 7am to 5pm (including setup/strike down).

2) Authorize the use of the City name and logo on invitations, programs, and other collateral materials.

3) Waive the Special Event permit fee and encroachment fee, and parking at the 5-story parking structure for event volunteers and vendors (estimated $1,850).

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.

6) Authorize the Director of Finance and Technology Services to allocate $1,250 from budgeted funds in the Special Council Programs account number 100-1-01-00-531001 for costs associated with public safety costs for the event.

BACKGROUND / ANALYSIS:
PAWSAPALOOZA is a festival hosted by PAWS/LA. The event is a family-friendly fundraising event celebrating pets and the human-animal bond. The event will be held on Saturday, May 30 from 10:00 am-3:00 pm at West Hollywood Park (Setup will begin at 7 am and strike down will end by 5pm).

The sixth annual festival will feature more than 40 exhibitor booths focused on pet-related agencies and services. The day’s events will include a festival featuring a myriad of booths of new and interesting pet products and services, animal welfare agencies and
other pet-related vendors. The day will also feature free treats and giveaways, fun activities for children (such as face painting and balloon dogs), and of course, a costume contest.

The City has co-sponsored PAWSAPALOOZA for several years. The event has always been a success with over 700 attendees (and their pet companions), as well as many booths of pet-related products and services, demonstrations, and food trucks. One of the highlights of the event is a Dog Walk, which is a show-style walk for dogs and their companions around West Hollywood Park to showcase their strut.

The event supports PAWS/LA’s mission to assist thousands of low-income seniors and individuals disabled by a life-threatening illness keep and care for their companion animals. PAWS/LA provides a comprehensive range of services, including pet food and supplies, veterinary care, volunteer services for homebound animal guardians, grooming, etc. – all at no charge.

The City of West Hollywood has a history of providing fun and relevant social programming. Additionally, the City has a history for supporting pets and their guardians. In 2001, the City Council changed the municipal code reference from “pet owners” to read “pet guardians” in a symbolic gesture. In 2010, the City of West Hollywood banned the retail sale of cats and dogs which are often sourced from puppy mills.

**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 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 $1,850 in waived fees, including the special event permit fee not-to-exceed $750 and $900 in waived parking fees from an estimated 75 volunteers and vendors (75 x $12.00/person = $900), and $200 for encroachment fees for loading zone along San Vicente Boulevard.

This item also approves the use of $1,250 from Special Council Programs Account number 100-1-01-00-531001 for costs associated with public safety, specifically the fire safety officers required by LA County.
## Special Council Programs
### Fiscal Year 2019-20

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2019</td>
<td>Budget Appropriation for Special Council Programs</td>
<td>$100,000</td>
</tr>
<tr>
<td>2/17/2020</td>
<td>Proposed: Transphobia Educational Campaign (by Transcanwork)</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

**Total Budgeted Amount**

$140,000

### Approved Allocations

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1/22/2019</td>
<td>Co-sponsorship: She-Angels - for FY20</td>
<td>$1,350</td>
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<tr>
<td>5/20/2019</td>
<td>Urban Forestry Summit - for FY20</td>
<td>$7,500</td>
</tr>
<tr>
<td>6/17/2019</td>
<td>Film Screening: Go Figure</td>
<td>$1,450</td>
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<tr>
<td>7/15/2019</td>
<td>Co-sponsorship: NWPC LA Film Screening Knock Down the House</td>
<td>$450</td>
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<tr>
<td>7/15/2019</td>
<td>Co-sponsorship: LGBTQ of Steel Panel</td>
<td>$450</td>
</tr>
<tr>
<td>7/15/2019</td>
<td>Co-sponsorship: Mueller Report Live Reading</td>
<td>$4,500</td>
</tr>
<tr>
<td>7/15/2019</td>
<td>Public Art Field Trips</td>
<td>$7,500</td>
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<tr>
<td>7/15/2019</td>
<td>National Trans Visibility March</td>
<td>$10,000</td>
</tr>
<tr>
<td>8/19/2019</td>
<td>Co-sponsorship: Bi Pride</td>
<td>$3,500</td>
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<tr>
<td>8/19/2019</td>
<td>Menstrual Products</td>
<td>$1,500</td>
</tr>
<tr>
<td>9/23/2019</td>
<td>Boom!</td>
<td>$10,000</td>
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<tr>
<td>9/23/2019</td>
<td>Green City Awards</td>
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<tr>
<td>10/1/2019</td>
<td>Action Day on Food Insecurity</td>
<td>$500</td>
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<tr>
<td>10/1/2019</td>
<td>Film Screening: Nevertheless</td>
<td>$800</td>
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<tr>
<td>10/1/2019</td>
<td>Affordable Housing Tours</td>
<td>$500</td>
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<tr>
<td>10/21/2019</td>
<td>Co-sponsorship: JQ International Events</td>
<td>$900</td>
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<td>12/2/2019</td>
<td>Co-sponsorship: ONE Archives Film Screening</td>
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<tr>
<td>12/2/2019</td>
<td>Pharmacy Outreach and Education re: SB493 / 159</td>
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<tr>
<td>12/16/2019</td>
<td>Co-sponsorship: She Angels</td>
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<tr>
<td>1/21/2020</td>
<td>Co-sponsorship: Chemsex Town Hall Forum</td>
<td>$1,500</td>
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</table>

**Total Approved Allocations to Date**

$56,700

### Proposed Allocations

<table>
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<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2/17/2020</td>
<td>Co-sponsorship: Pawsapalooza</td>
<td>$1,250</td>
</tr>
<tr>
<td>2/17/2020</td>
<td>Transphobia Educational Campaign (by Transcanwork)</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

**Total Proposed Allocation**

$41,250

**Budgeted Amount Remaining**

$42,050

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**ATTACHMENT:**

A. 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 PAWS/LA, a California nonprofit public benefit corporation ("Event Organizer").

RE bâtals

A. PAWS/LA is the organizer of PAWSAPALOOZA the "Event"), a free community event celebrating companion pets and their people. The event will feature dog activity demonstrations, more than 40 exhibitors/vendors of pet-friendly products and services and family-friendly activities for kids.

B. The City Council, at its February 18th meeting, approved the City's co-sponsorship of the Event and authorized the Director of Finance and Technology Services to allocate $1,250 from budgeted funds in the Special Council Programs account number 100-1-01-15-531001 in FY2020 for costs associated with the Event.

C. The Event will serve to provide a free activity for West Hollywood constituents and will bring people to West Hollywood Park and promote the dog parks.

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 the West Hollywood Park Great Lawn on Saturday, May 30th, 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. Underwrite the Event as a co-sponsor for actual costs incurred up to $1,250 (one thousand two hundred and fifty dollars) for Fire Safety Officers.

1.2. Pay 100% of the co-sponsorship fee upon receipt of the performance data and event report and public safety-related invoices as specified below.

1.3. Provide mutually agreed in-kind services as follows, the cost of which will be deducted from the cash contribution set forth in subparagraph 1.1 above:

- Public Safety costs incurred for Fire Safety Officers as part of the event on May 30, 2020. Invoices must be submitted to the City of West Hollywood for approval and payment.

1.4. Provide mutually agreed in-kind services as follows, the cost of which will not be deducted from the cash contribution set forth in subparagraph 1.1 above:

- Waive fees for a Special Event Permit, Encroachment Permit, and Building and Safety Permit.
CITY OF WEST HOLLYWOOD
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- Waive facility fees for the use of the Great Lawn Area and Promenade of Trees Area on May 30, 2020 from 7:00am to 5:00pm.

- 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.

1.2. Provide adequate staffing for all pre-production elements and day-of event needs on, 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:

- Detailed Public Safety related invoices for approval by City.
- 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:
  - Estimated number of attendees.
  - Number of vendors/exhibitors.
  - Links/copies of any media/press coverage.

1.9. Provide adequate security as appropriate for the Event.

2. Administration.
CITY OF WEST HOLLYWOOD
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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 Meeks 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: PAWS/LA

CITY OF WEST HOLLYWOOD:

Francisco Contreras, Acting Economic Development Director

ATTEST:

Yvonne Quarker, City Clerk