STATEMENT ON THE SUBJECT:
The City Council will consider approving co-sponsorship of “A Night of Healing” with Taking Back Ourselves, a nonprofit organization, on Saturday, April 25, 2020 in the West Hollywood Park Auditorium.

RECOMMENDATIONS:
1) Approve co-sponsorship of “A Night of Healing” with Taking Back Ourselves on Saturday, April 25, 2020 in the West Hollywood Park Auditorium.
2) Waive facility use fees and parking fees for parking in the 5-story parking structure for attendees of the rehearsals and events (estimated $791).
3) Authorize the use of the City name and logo on invitations, programs, and other collateral materials.
4) Direct the Communications Department to utilize all appropriate communication 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:
Taking Back Ourselves is a nonprofit 501(c)(3) organization dedicated to recovery for survivors of sexual abuse and assault. The organization provides several events across the country, including “Days of Recovery” and “Nights of Healing.” Days of Recovery are one-day workshops that provide an intimate, dynamic experiential workshop for women and non-binary people who have experienced sexual abuse or sexual assault. The Nights of Healing events provide a space to join together in lifting the veil of secrecy and shame of sexual trauma. By bringing the issue of sexual abuse and assault out from the shadows, Nights of Healing create an opening for increased awareness and to recognize that healing is truly possible.
The proposed Night of Healing event in West Hollywood will take place on April 25, 2020 in the West Hollywood Park Auditorium. This event will provide a space for survivors of all genders to celebrate the resilience of the human spirit by sharing art, music, and stories of healing. The event organizers will partner with several local organizations to provide resource tables at the event.

Taking Back Ourselves is committed to empowering survivors of sexual abuse to be whole, healed and connected to others. Taking Back Ourselves serves survivors of sexual assault, incest, sexual trafficking, campus rape, religious abuse, military sexual assault, abuse in sports and the arts, workplace sexual abuse, survivors of domestic violence, survivors of war, and survivors of tribal and racial violence.

April is Sexual Assault Awareness & Prevention Month. The City of West Hollywood recognizes this month with a local outreach activity promoting its public-awareness campaign – Only Yes Means Yes – to encourage people in the community to be more aware of sexual assault and to promote a message of consent. The City also recognizes Denim Day in the spirit of uniting against sexual assault, breaking the silence about sexual violence, and standing up in support of survivors.

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-8: Enhance the Cultural and Creative Life of the Community.
- 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-2: Support and encourage arts and culture in West Hollywood.

EVALUATION PROCESSES:
Staff will ask the organizations producing the event to provide information about attendance and to seek information from those attending about the impact of the event and how it could be improved.

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 / EVENTS & FILM SERVICES DIVISION

FISCAL IMPACT:
The total fiscal impact of this item is $791 in waived fees, including the facility use fees not-to-exceed $191 and $600 in waived parking fees from a projected attendance of 80 people (100 x $6.00/person = $600).

ATTACHMENT:
1. 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 Taking Back Ourselves, Inc., a Massachusetts nonprofit public benefit corporation ("Event Organizer").

RECITALS

A. Taking Back Ourselves is the organizer of the Night of Healing (the "Event"), an event with programming meant to offer a healing space to victims of sexual assault of all genders and sexualities.

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

C. The Event will serve to provide a safe healing space for victims of sexual assault and a chance to connect with each other and with providers and organizations that can support them.

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 Auditorium on Saturday, April 25th 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:

   • Facility use fee waivers for the West Hollywood Auditorium on Saturday, April 25, 2020 between 2PM – 7PM.

   • Provide a single auditorium set up to include only tables and chairs currently available through the Auditorium’s existing inventory.

   • Provide one hundred (100) 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, which includes having adequate staffing for all pre-production planning as well as on-site staffing for the day of the event.
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1.2. 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.

1.3. 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.

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

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

1.6. 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.

1.7. 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 and names of panelists/speakers at the Event.

1.8. 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, Mikele Rauch 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,
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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.
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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: Taking Back Ourselves, Inc.

CITY OF WEST HOLLYWOOD:

Francisco Contreras, Acting Director of Economic Development

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk