

**CITY OF SANTA ANA  
DONATION AGREEMENT**

**1. PARTIES AND DATE**

This Donation Agreement (“Agreement”) is made and entered into this **1st** day of **October, 2024**, by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and the laws of the State of California (“City”), and **The Frida Cinema**, a California nonprofit public benefit corporation (“Recipient”). City and Recipient are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS**

2.1 Community Benefit. The City wishes to provide Recipient with funding to assist Recipient with “DTSA First Saturday ArtWalk,” (“Community Benefit”). The Request for Sponsorship Funds is attached hereto as **Exhibit A** and incorporated herein by reference. The Parties wish to enter into this Agreement to establish the terms and conditions under which the City will provide funding.

2.2 Public Purpose. The City believes there is a public purpose in providing a free year-round, all-ages, community-based arts showcase that takes place throughout Downtown Santa Ana. This includes live art and music, outdoor vendors, group dance lessons, and over 20 art galleries and studios featuring rotating exhibitions and performances. The events promote economic growth for the city by increasing foot traffic to local businesses from Santa Ana residents as well as residents from other cities. The foregoing is a general description of the public purpose, and is not necessarily the only public purpose to be gained from the Community Benefit.

**3. TERMS AND CONDITIONS**

3.1 Use of Funds. The City has chosen to provide Recipient with a payment in an amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** for this continuing event because the City has determined that there is a public purpose to be served in supporting the Community Benefit. Recipient will be paid in twelve equal monthly installments in the amount of \$12,500 on the 5<sup>th</sup> day of each month, after full execution of the Agreement, as follows: October 5, 2024, November 5, 2024, December 5, 2024, January 5, 2025, February 5, 2025, March 5, 2025, April 5, 2025, May 5, 2025, June 5, 2025, July 5, 2025, August 5, 2025, and September 5, 2025. In executing this Agreement and receiving the funds, Recipient agrees to use the funds only for the purpose described and subject to the terms and conditions provided for in this Agreement. Should Recipient fail to use the funds for such purpose, or fail to continue the Community Benefit, or otherwise comply fully with the terms of this Agreement, City shall have the right to terminate this Agreement and demand the return of the funds pursuant to Section 3.2 below.

3.2 Term; Termination of Agreement. This Agreement shall take effect on the date first above written and remain in effect unless and until terminated by the City. The City has the right to terminate this Agreement upon one day’s notice, with or without cause. Should the City terminate this Agreement, it shall also have the right to demand the immediate return of all funds provided to

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Recipient pursuant to this Agreement, as well as interest at the rate of ten percent (10%) per annum. Notwithstanding the foregoing, the indemnification provisions of this Agreement shall survive any expiration or termination of this Agreement.

3.3 Waivers, Insurance or Other Obligations. For purposes of the City's protection, if the City determines that the funds will be used for a purpose which may cause a significant risk of injury, the City may, in its sole discretion, require Recipient to provide certain insurance and participant waiver/release protections. This right shall be on-going and may be implemented by the City at any time, and all insurance and waiver/release forms shall be provided on forms, in amounts and with provisions acceptable to City.

3.4 No Oversight by City. Nothing in this Agreement shall be implied or interpreted as City establishing or providing oversight, control or approval of the Community Benefit or any activities conducted by the Recipient.

3.5 Indemnification. Recipient understands, acknowledges and agrees that Recipient shall assume all risks associated with the Community Benefit, including, but not limited to, the possibility of death or serious trauma or injury. To this end, therefore, Recipient shall defend, indemnify and hold City and its officials, officers, employees, agents and volunteers free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any and all acts, omissions, willful misconduct or other activities of the Recipient or its officials, officers, employees, agents, guests, participants attendees, and contractors, including the performance of the Community Benefit or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The only exception to the Recipient's obligations hereunder shall be for claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries caused by the sole negligence, sole willful misconduct or sole active negligence of the City. Recipient shall defend, at Recipient's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers. Recipient shall pay and satisfy any judgment, award or decree that may be rendered against the City or its officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Recipient shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Recipient's obligation to indemnify shall not be restricted or limited by insurance proceeds, if any, received by the City, its officials, officers, employers, agents or volunteers. The indemnification provisions of this Agreement shall survive any expiration or termination of this Agreement.

3.6 Entire Contract/Modification. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The terms and conditions of this Agreement may be altered, modified or amended only by written agreement signed by both Parties.

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3.7 Authority to Enter Agreement. The person executing below on behalf of Recipient represents and warrants that the Recipient has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement bind each respective Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF SANTA ANA

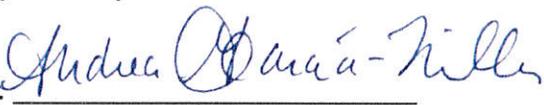
\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

\_\_\_\_\_  
ALVARO NUÑEZ  
City Manager

APPROVED AS TO FORM:

RECIPIENT:

SONIA R. CARVALHO  
City Attorney

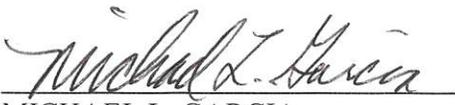
By:   
\_\_\_\_\_  
Andrea Garcia-Miller  
Assistant City Attorney

  
\_\_\_\_\_  
LOGAN CROW  
Executive Director & Founder

The Frida Cinema  
305 E. 4<sup>th</sup> Street, Suite 100  
Santa Ana, CA 92701

TAX ID# 27-0950151

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
MICHAEL L. GARCIA  
Executive Director,  
Community Development Agency

**EXHIBIT A**

**Request for Sponsorship Funds**



LOGAN CROW  
Executive Director  
323-428-7411  
logan@thefridacinema.org  
305 E. 4<sup>th</sup> Street #100  
Santa Ana, CA 92701

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August 8, 2024

Esteemed representatives of the City of Santa Ana,

My name is Logan Crow, and I am writing on behalf of The Frida Cinema, a non-profit arts organization and cultural center of which I serve as Executive Director. Among The Frida's various community arts programs, we are proud to produce the DTSA First Saturday ArtWalk events. ArtWalk, held monthly in Downtown Santa Ana (DTSA), began as a grassroots effort in the early 2000s to showcase community artists, which over the years has expanded to include live performances, interactive art installations, and a diverse array of vendors, transforming DTSA into a lively hub of creativity and community engagement. Since January 2023, The Frida Cinema has overseen the production of ArtWalk, ensuring it meets its core objective of highlighting Santa Ana's thriving community of artists, creators, and galleries by showcasing over forty arts and crafts vendors, over a dozen local galleries, live performers, and local businesses every month.

Culturally, the DTSA ArtWalk holds immense significance for Santa Ana. It celebrates the artistic talents within the community and fosters unity and pride among residents. Featuring works from artists of various backgrounds and disciplines, the ArtWalk has become a cultural cornerstone, attracting visitors from across Orange County and beyond. The event has established artist residencies, public art projects, and collaborations with local schools and organizations, further embedding the arts into the community fabric.

Economically, the DTSA ArtWalk positively impacts local businesses and the broader economy. The influx of visitors boosts sales for local restaurants, cafes, and shops, contributing to the area's economic vitality. The ArtWalk has also spurred interest in DTSA as a destination for art and culture, attracting tourists and investors. For artists and performers, the event provides crucial exposure and opportunities for sales and commissions, supporting their livelihoods and encouraging artistic production.

The Frida Cinema has leveraged its experience in non-profit governance, community relationships, grant writing, and outdoor event production to grow the ArtWalk. We are proud to have received a prestigious grant from the National Endowment for the Arts (NEA) in 2023, along with support from the California Arts Council and the City of Santa Ana, establishing ArtWalk as an institution that can boast city, state, and federal support. We have also received grant support from several foundations and corporations, including Community Engagement, Stater Bros. Charities, and the Beim Foundation. Our vision is to continue to expand the footprint of our monthly community celebration, as well as to extend its services to artists and

galleries beyond the event itself. To make this vision a reality for this event and the community it serves to enrich, The Frida Cinema is requesting sponsorship funds in the amount of \$150,000.

With these funds, The Frida Cinema will not only be able to ensure that Downtown Santa Ana continues to be provided with its celebrated and impactful DTSA First Saturday ArtWalk event every First Saturday of the month, but also infuse the events, as well as our outreach in the months between, with additional resources and initiatives. These initiatives include bringing on more team members not only to ensure successful and impactful monthly events, but to touch base with our community's galleries, organizations, and businesses throughout the month and ensure that their initiatives are being given promotion by our outreach team, whether those initiatives are on ArtWalk night, or any night of the month. We will expand the ArtWalk footprint to activate new spaces with arts and culture, and with that, increased opportunities and exposure for more of our community's talented artists, creators, and musicians; we will expand our marketing in the effort of growing ArtWalk's already considerable attendance -- currently estimated at about 2,000-2,500 throughout the evening -- to the even stronger numbers it used to see in its strongest pre-pandemic years; we will be able to provide more equitable payment to our participating talent; and we will work with our community of artists, arts galleries, and local businesses to identify what sort of enhancements and new activations ArtWalk could take on to better serve, complement, and support our community.

I thank you for your consideration, and for your shared vision of the tremendous and much-needed impact that well-supported monthly First Saturday DTSA ArtWalk events could make upon our community. On behalf of The Frida Cinema, our board, and our team, it continues to be an honor to work with so many wonderful Santa Ana artists, businesses, and leaders in producing this vibrant, important, and impactful monthly community program. I am standing by should you have any questions.

Most sincerely,



Logan Crow  
*Executive Director*  
The Frida Cinema

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**THEFRIDACINEMA.ORG**

**ENRICHING, CONNECTING, AND EDUCATING COMMUNITIES THROUGH THE ART OF CINEMA**

**ESTABLISHED FEBRUARY 21, 2014**



# PROJECT SCOPE STATEMENT

## 1. Project Overview

- Project Name: DTSA First Saturday ArtWalk
- Location: Downtown Santa Ana (DTSA), Santa Ana, CA: Various Locations
- Frequency: Monthly (First Saturday of each month)
- Objective: To organize and produce a community-driven art walk event that highlights local artists and creators, galleries, and businesses, fostering cultural engagement and supporting Santa Ana's local arts community.

## 2. Project Goals and Objectives

- Showcase Local Artists and Creators: Provide a consistent platform for emerging and established local artists and creators to engage with, and exhibit their work to, the community.
- Engage the Community: Encourage community participation and attendance by offering a diverse range of art forms, including visual arts, crafts, live music, and performance.
- Support Local Businesses: Showcase, and partner with, local businesses to enhance the event experience and drive economic activity in the downtown area.
- Foster Cultural Appreciation: Promote a deeper appreciation for the arts within the community, as well the community's active and thriving arts scene itself, by featuring various artistic disciplines and cultural expressions.
- Event Brand Legacy: Ensure recognition of DTSA First Saturday ArtWalk as the staple, premier monthly community event held to celebrate and showcase the community's artists, galleries, and opening gallery shows.

## 3. Deliverables

- Event Planning and Coordination (monthly):
  - Develop a monthly event schedule, including gallery exhibitions, performances, and special activities.
  - Secure necessary permits and approvals from the City of Santa Ana.
  - Coordinate with local galleries, businesses, and community partners for participation, and to ensure active and accurate promotion of their events.
- Marketing and Promotion:
  - Create and distribute promotional materials, including 11x17 event posters and a monthly event program.
  - Manage digital marketing campaigns to increase event visibility, including newsletters and special media posts.

- Engage with local media outlets and event partners for coverage.
- Artist and Vendor Management:
  - Select and coordinate with participating artists, performers, and vendors.
  - Allocate space and logistical support for art installations and vendor booths.
  - Provide clear guidelines and communication to all participants.
  - Goal is to ensure at least forty (40) participating vendors; at least six (6) participating live musicians, bands and/or DJ's; and to coordinate with all existing galleries located within the event footprint.
- On-Site Event Execution:
  - Set up and manage event infrastructure, including booth placement, stages, sound systems, etc.
  - Ensure crowd control, security, and safety measures are in place, including street closure materials.
  - Oversee event staff and volunteers for smooth operations.
  - Outdoor locations will include 2nd Street Promenade/Artist Village; Sycamore Street between 2nd and 3rd Streets; Calle Cuatro Plaza; French Street between 4th and 5th Streets; and various parking spaces, parklets, and other such non-traditional outdoor spaces throughout the community.

#### **4. Project Constraints**

- Timeframe: Each event must be planned and executed within a one-month cycle, with specific deadlines for permits, marketing, and participant coordination.
- Budget: The project budget for this free community event is limited to available funding from sponsors, community partners, vendors, and any allocated organizational resources.
- Regulatory Compliance: All activities must comply with local laws, ordinances, and safety regulations.

#### **5. Assumptions**

- Community Interest: There will be ongoing interest and participation from artists, local businesses, and the local community.
- Sponsorship and Funding: Sufficient funding and sponsorships must be secured to cover event costs.
- Weather Conditions: The event takes place both indoors at participating galleries and businesses, and outdoors at identified activated areas, assuming favorable weather conditions.

#### **6. Project Stakeholders**

- Primary Stakeholders:
  - DTSA Galleries and Businesses
  - Local Artists and Performers

- City of Santa Ana (Permits and Regulatory Bodies)
- Event Sponsors and Partners
- Santa Ana Residents and Community Members
- Secondary Stakeholders:
  - Visitors and Tourists
  - Event Staff and Volunteers

## **7. Project Risks**

- Weather-Related Disruptions: Inclement weather could affect outdoor activities and attendance. In the event of a forecast that calls for a 40%+ chance of rain, announcements will be amply made that outdoor elements of the event will be canceled, but the event will proceed with a focus on gallery openings, business promotions, and any activities that will still continue indoors.
- Participant No-Shows: Artists or vendors may cancel at the last minute.
- Budget Overruns: Unexpected costs or insufficient funding could strain resources and affect event quality.

## **8. Success Criteria**

- Artist, Vendor, and Business Satisfaction: Positive feedback from participating artists, vendors, and local businesses.
- Community Engagement: Strong community participation, positive social media engagement, and positive feedback from community members.
- Attendance: Meeting or exceeding target attendance numbers for each event.
- Financial Performance: Staying within budget and achieving financial sustainability and growth through sponsorships and partnerships.

Prepared by:

Logan Crow

*Executive Director*

The Frida Cinema