

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JUNE 19, 2018

TITLE:

**DONATION AGREEMENTS WITH
VARIOUS ORGANIZATIONS TO
SUPPORT COMMUNITY EVENTS AND
PROGRAMS
{STRATEGIC PLAN NO. 5, 4}**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CITY MANAGER

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

1. Approve a donation for the Memorial Park Neighborhood Association to support the Day of Good Deeds Community Clean-Up event on June 30, 2018, in the amount of \$500 in City services credit (Mayor Pro Tem Martinez).
2. Authorize the City Manager and Clerk of the Council to execute agreements with various organizations in support of their community events and programs, subject to nonsubstantive changes approved by the City Manager and the City Attorney, as follows:
 2. Charitable Ventures of Orange County for Memorial Park Neighborhood Association in support of community services and events, free to the community, in a one time donation amount of \$1,383.19 (Councilmember Sarmiento);
 3. Madison Park Neighborhood Association in support of the 5k walk-a-thon, various community services and events that promote healthier life choices, in a one time donation amount of \$883.19 (Councilmember Sarmiento);
 4. Orange County Children's Therapeutic Arts Center in support of the Digital Arts Summer Camp that will teach youth technology skills, arts, and leadership, in a one time donation amount of \$1,000 (Councilmember Sarmiento);
 5. Santa Ana Kiwanis Club Foundation in support of services for youth and youth with disabilities that promote education and self-empowerment throughout the City of Santa Ana, in a one time donation amount of \$1,000 (Councilmember Sarmiento);
 6. Charitable Ventures of Orange County for Santa Anita Neighborhood Association in support of the event that took place June 15, 2018 at the Santa Anita Center in

- celebration of the neighborhoods positive progress, in a one time donation amount of \$1,000 (Councilmember Solorio);
7. Crime Survivors Inc. in support of the Victims of Violent Crime: Art of Healing Classes, Self-Defense, and additional supportive services, in a one time donation amount of \$1,575 (Councilmember Solorio);
 8. Natis House dba Neutral Ground in support of the youth intervention and prevention program that provides mediation and supportive services for at-risk youth in Santa Ana, in a one time donation amount of \$1,000 (Councilmember Solorio);
 9. Natis House dba Neutral Ground in support of the youth intervention and prevention program that provides mediation and supportive services for at-risk youth in Santa Ana, in a one time donation amount of \$250 (Councilmember Villegas);
 10. Orange County Fire Authority Foundation in support of the OCFA Fire Explorers Program that provide community services, mentoring for youth, and acquire information about human service careers, in a one time donation amount of \$750 (Councilmember Villegas);
 11. Santa Ana Public Schools Foundation in support of on-going services for the Santa Ana Unified School District Explorers Program that promotes career-oriented programming in the area of law enforcement for youth in Santa Ana, in a one time donation amount of \$500 (Councilmember Villegas);
 12. Southland Integrated Services, Inc. in support of on-going services for the Senior Citizen Community Center as well as a free community event held June 16, 2018, in a one-time donation amount of \$425 (Councilmember Villegas);
 13. Rainmaker Effect, Inc. in support of the Rainmaker Effect Leaders Program that provides high school students with leadership and character building skills as well as mentors, in a one time donation amount of \$1,000 (Councilmember Tinajero);
 14. KidWorks Community Development Corporation in support of the Building Bridges of Unity Community Resource Fair held May 12, 2018, free to the community, that promoted safety, quality of life, and access to resources, in a one time donation amount of \$500 (Councilmember Sarmiento);
 15. Community Engagement Inc. in support of Cunao's El Cancion del Inmigrante at the Bowers Museum that occurred May 12, 2018 an event free to the community that promotes arts and culture, in a one time donation amount of \$7,500 (Mayor Pulido);

16. Madison Park Neighborhood Association in support of the 5k walk-a-thon, various community services and events that promote healthier life choices, in a one time donation amount of \$500 (Councilmember Benavides);

DISCUSSION

On August 4, 2015, City Council adopted Resolution 2015-042, establishing a City Special Event Sponsorship Policy and Guidelines for Disbursement of Discretionary Funds. This resolution and policy outlines the eligibility criteria for neighborhood associations and eligible non-profit entities for consideration of City Council sponsorship.

In accordance with this policy, each Councilmember is allowed to appropriate up to \$10,000 per fiscal year to support eligible organizations, including neighborhood associations and non-profit organizations. Eligible organizations that are not tax exempt under section 501(c)3 of the Internal Revenue Code are eligible for in-kind funding for City Services.

The donation request form for City Service Credit (Exhibit 1) and donation agreements (Exhibits 2-16) listed above are in response to the Donation Requests submitted by various community organizations or neighborhood associations to the specific Councilmembers, seeking sponsorship for community events and/or programs. The Councilmembers, respectively, reviewed and agreed to sponsoring the programs or events through the Special Event Sponsorship funds. Upon approval by City Council, the respective donation agreements will be executed.

STRATEGIC PLAN ALIGNMENT

Approval of this item supports the City's efforts to meet Goal #5 - Community Health, Livability, Engagement & Sustainability, Objective #4 (support neighborhood vitality and livability).

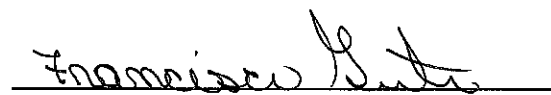
FISCAL IMPACT

Funds to support the City Council Sponsorship Policy are available in the Fiscal Year 2017-18 General Non-Departmental account (01105015-62300) as appropriate from each of the following Councilmember's appropriated amounts for Fiscal Year 2017-18:

Mayor Pulido	\$	7,500.00
Mayor Pro Tem Martinez	\$	500.00
Councilmember Sarmiento	\$	4,766.38
Councilmember Solorio	\$	3,575.00
Councilmember Benavides	\$	500.00
Councilmember Villegas	\$	1,925.00
Councilmember Tinajero	\$	1,000.00

Donation Agreements with Organizations to
Support Community Events and Programs
June 19, 2018
Page 4

APPROVED AS TO FUNDS AND ACCOUNTS:

A handwritten signature in black ink, appearing to read "Francisco Gutierrez", is written over a horizontal line.

Francisco Gutierrez
Executive Director IM
Finance and Management Services Agency

Exhibits: 1. Donation Request Form
 2-16. Donation Agreements



City of Santa Ana
Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Raul Ramos	Title:	President
Address:	20 Civic Center Plaza		
City, State, Zip:	Santa Ana, CA 92701	Phone:	714-651-6176
Email:		Fax:	

Organization Information

Name:	Memorial Park Neighborhood Association		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?		Select One:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	

Donation Request

City Services Credit Amount Requested:	\$ 500	Date Needed:	6/25/2018	Mayor/Councilmember:	Martinez
Direct Payment Amount Requested:	\$	Event Date:	6/30/18	Event Time:	8am-10:30am
Event Location: Address, City, State, Zip	Memorial Park, Eastside NA, Sandpointe NA, & Lacy NA				
Description of Event / Purpose:	The City of Santa Ana in collaboration with various neighborhoods to conduct community clean-up efforts and beautification activities on June 30, 2018 from 8am-10:30am. Volunteers will be welcomed to assist with the community clean-up.				
Community Benefit:	The community will benefit from the event by having clean neighborhoods, beautified parks, and an opportunity to engage with others in the community. The event will promote community pride.				
Applicant Signature:	Raul Ramos			Date:	June 5, 2018

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

CITY USE ONLY			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	June 19, 2019
Eligibility Met:	YES / NO YES	Approved Amount:	\$500
City Manager Signature:		Date:	

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
CHARITABLE VENTURES OF ORANGE COUNTY
FISCAL SPONSOR FOR MEMORIAL PARK NEIGHBORHOOD ASSOCIATION**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **CHARITABLE VENTURES OF ORANGE COUNTY FISCAL SPONSOR FOR MEMORIAL PARK NEIGHBORHOOD ASSOCIATION** a California 501(c)(3) **NON-PROFIT ORGANIZATION** ("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 for the **SCHEDULING OF FREE EVENTS, ACTIVITIES AND INFORMATIONAL SESSIONS AT MEMORIAL PARK TO BENEFIT THE RESIDENTS AND BUSINESSES OF THE MEMORIAL PARK NEIGHBORHOOD ASSOCIATION TO HELP INFORM, LEARN HOW TO BE ENGAGED WITH THE CITY, AND STRENGTHEN PARTNERSHIPS.** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER SARMIENTO**, believes there is a public purpose in supporting the Community Benefit because it assists the **MEMORIAL PARK NEIGHBORHOOD ASSOCIATION TO CONDUCT MULTIPLE COMMUNITY EVENTS AND ACTIVITIES THROUGH JUNE 30, 2018 TO PROMOTE ENGAGEMENT AND COLLABORATION.** 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 one-time payment of **ONE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND NINETEEN CENTS (\$1,383.19)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**CHARITABLE VENTURES OF ORANGE COUNTY
FISCAL SPONSOR FOR MEMORIAL PARK NEIGHBORHOOD ASSOCIATION,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: Ted Kim
Title: Chief Operating Officer



City of Santa Ana
Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Raul Ramos	Title:	President
Address:	1505 E. 17th Street Suite 101		
City, State, Zip:	Santa Ana, CA 92705	Phone:	714-651-6176
Email:	raulramos9906@gmail.com	Fax:	

Organization Information

Name:	Charitable Ventures of Orange County for Memorial Park Neighborhood Association		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.</i>			
If Yes, Tax ID #:	20-8756660		

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:		Mayor/Councilmember:	Sarmiento
Direct Payment Amount Requested:	\$ 1,383.19	Event Date:	June 30, 2018	Event Time:	TBD
Event Location: Address, City, State, Zip	Memorial Park 2102 S. Flower Street, Santa Ana, CA 92707				
Description of Event / Purpose:	Memorial Park Neighborhood Association hosts a variety of events, activities, and informational sessions for residents and businesses. The Neighborhood will be scheduling several events for the community through June 30, 2018.				
Community Benefit:	The community will benefit from the various events by becoming informed, learning how to be civic-ally engaged, enhances community pride, and strengthens relationships.				
Applicant Signature:	Raul Ramos			Date:	6/11/18

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

FOR OFFICIAL USE ONLY			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	JUNE 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$1,383.19
City Manager Signature:		Date:	

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
MADISON PARK NEIGHBORHOOD ASSOCIATION**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **MADISON PARK NEIGHBORHOOD ASSOCIATION** a California **501(c)(3) NON-PROFIT ORGANIZATION** ("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 for **AN EVENT INVITING SPONSORS AND COMMUNITY RESOURCES TO PROVIDE SERVICES, ACTIVITIES AND EVENTS CONDUCTED BY THE MADISON PARK NEIGHBORHOOD ASSOCIATION TO EMPOWER RESIDENTS TO MAKE HEALTHIER LIFE CHOICES.** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER SARMIENTO**, believes there is a public purpose in supporting the Community Benefit to **HOLD A 5K WALK AND PROVIDE SECURITY FOR THE ATTENDEES TO SAFELY PARTICIPATE IN THIS EVENT HELD BY THE MADISON PARK NEIGHBORHOOD ASSOCIATION THAT WILL EMPOWER THE YOUTH AND FAMILIES TO BECOME ENGAGED AND ACTIVE.** 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 one-time payment of **EIGHT HUNDRED EIGHTY THREE DOLLARS AND NINETEEN CENTS (\$883.19)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**MADISON PARK NEIGHBORHOOD ASSOCIATION,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana
Donation Request

City Manager's Office - M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Jose J. Rea	Title:	MPNA Treasurer
Address:	516 E. Occidental St.		
City, State, Zip:	Santa Ana, CA 92707	Phone:	714-357-6697
Email:	madisonparkna@gmail.com	Fax:	

Organization Information

Name:	Madison Park Neighborhood Association (MPNA)		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	80-0201690

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	6/30/18	Mayor/Councilmember:	Sarmiento
Direct Payment Amount Requested:	\$ 883.19	Event Date:	June 2018	Event Time:	7am- 1pm
Event Location: Address, City, State, Zip	Madison Park 1528 S Standard Ave, Santa Ana, CA 92707				
Description of Event / Purpose:	This year residents will complete a 5k walk along the bike trail from Edinger to Chestnut Ave. Two police officers are needed at intersections that lack stop signs to ensure the safety of the participants.				
Community Benefit:	MPNA invites sponsors and community resources, which provide services to our community to empower residents to make healthier life choices. We anticipate an attendance of approximately 1,500, which consist of adults and children.				
Applicant Signature:				Date:	6/11/2018

Return completed form via:

Mail: City Manager's Office - M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

DPV USE ONLY			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	June 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$883.19
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
ORANGE COUNTY CHILDREN'S THERAPEUTIC ARTS CENTER**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **ORANGE COUNTY CHILDREN'S THERAPEUTIC ARTS CENTER** a California 501(c)(3) **NON-PROFIT ORGANIZATION** ("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 for **THE OCCTAC DIGITAL ARTS SUMMER CAMP EVENT ON JUNE 15, 2018 THAT WILL TEACH YOUTH TECHNOLOGY SKILLS, ARTS, AND LEADERSHIP TRAINING.** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER SARMIENTO**, believes there is a public purpose in supporting the Community Benefit because it **PROVIDES AN EDUCATIONAL OPPORTUNITY FOR SANTA ANA YOUTH TO ACQUIRE NEW SKILLS, EXPLORE DIFFERENT CAREER OPTIONS, AND BECOME ADVOCATES FOR THEIR COMMUNITY.** 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 one-time payment of **ONE THOUSAND DOLLARS (\$1,000)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: John M. Funk
John M. Funk
Assistant City Attorney

**ORANGE COUNTY CHILDREN'S THERAPEUTIC ARTS CENTER,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: Dr. Ana Jimenez Hami
Title: Executive Director



City of Santa Ana
Donation Request

City Manager's Office - M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Dr. Ana Jimenez-Hami	Title:	Executive Director
Address:	2215 North Broadway		
City, State, Zip:	Santa Ana, CA 92706	Phone:	714-547-5468
Email:	ana@occtac.org	Fax:	714-564-9690

Organization Information

Name:	Orange County Children's Therapeutic Arts Center		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	33-0930891

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	June 11, 2018	Mayor/Councilmember:	Samiento
Direct Payment Amount Requested:	\$ 1,000	Event Date:	June 15, 2018	Event Time:	9:00 - 12:00pm
Event Location: Address, City, State, Zip	2215 North Broadway, Santa Ana, CA 92706				
Description of Event / Purpose:	OCCTAC Digital Arts Summer Camp will teach youth with and without special needs basic technology skills (graphic design, video & photography), arts and inclusive leadership training to youth with and without disabilities from local Santa Ana middle and high schools. The funds will be used to provide scholarships to students/families to attend the camp at no charge.				
Community Benefit:	Students will learn some great new skills that they can utilize for their future careers and education; and also be inspired to become informed advocates and role models in their community while providing instruction in occupational graphic design, photography and visual arts skills. Most importantly, students will be proud of their accomplishments and their parents too.				
Applicant Signature:				Date:	June 6, 2018

Return completed form via:

Mail: City Manager's Office - M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

Donation Request #: Reference # on all related DPVs	DR	Council Meeting Date:	JUNE 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$1,000
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
SANTA ANA KIWANIS CLUB FOUNDATION**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **SANTA ANA KIWANIS CLUB FOUNDATION** a California **501(c)(3) NON-PROFIT ORGANIZATION** ("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 for the **IMPROVEMENT AND ENHANCEMENT OPPORTUNITIES FOR YOUTH EDUCATION, RECREATION AND SAFETY OF THE SANTA ANA COMMUNITY** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER SARMIENTO**, believes there is a public purpose in supporting the Community Benefit to **HOST VARIOUS EVENTS THROUGH JUNE 30, 2018, TO CELEBRATE YOUTH AND YOUTH WITH DISABILITIES TO PROMOTE EDUCATION AND SELF-EMPOWERMENT.** 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 one-time payment of **ONE THOUSAND DOLLARS (\$1,000)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**SANTA ANA KIWANIS CLUB FOUNDATION,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana
Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	David Poole	Title:	Treasurer
Address:	12241 Newport Avenue		
City, State, Zip:	North Tustin, CA 92705	Phone:	714-558-1921
Email:	dapoole@yahoo.com	Fax:	

Organization Information

Name:	Santa Ana Kiwanis Club Foundation		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?		Select One:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	95-6060395

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:		Mayor/Councilmember:	Samiento
Direct Payment Amount Requested:	\$ 1000	Event Date:	thru June 2018	Event Time:	5:30 PM
Event Location: Address, City, State, Zip	510 E Katella Ave, Orange, CA 92867 Venue location for community event that supports the youth involved with Kiwanis.				
Description of Event / Purpose:	Community event to celebrate and engage youth and youth with disabilities, which provides encouragement for youth education and self-empowerment.				
Community Benefit:	Improve the community by enhancing the education, recreation and safety of young people				
Applicant Signature:	David A Poole			Date:	June 11, 2018

Return completed form via:

Mall: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	JUNE 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$1,000
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
CHARITABLE VENTURES OF ORANGE COUNTY
FISCAL SPONSOR FOR SANTA ANITA NEIGHBORHOOD ASSOCIATION**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **CHARITABLE VENTURES OF ORANGE COUNTY FISCAL SPONSOR FOR SANTA ANITA NEIGHBORHOOD ASSOCIATION** a California 501(c)(3) NON-PROFIT ORGANIZATION ("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 for **AN EVENT HELD AT THE COMMUNITY CENTER THAT WILL BENEFIT THE SANTA ANITA NEIGHBORHOOD ASSOCIATION TO ENGAGE CHILDREN AND FAMILIES AND THROUGH THE USE OF THE COMMUNITY CENTER, PROMOTE COMMUNITY PRIDE AND ENGAGE WITH THEIR NEIGHORS** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER SOLORIO**, believes there is a public purpose in supporting the Community Benefit for the **SANTA ANITA NEIGHBORHOOD ASSOCIATION TO HOLD AN EVENT ON JUNE 15, 2018, TO CELEBRATE THE INSTALLATION OF NEW EQUIPMENT FOR THE NEIGHBORHOOD TO ENJOY AT THE COMMUNITY CENTER.** 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 one-time payment of **ONE THOUSAND DOLLARS (\$1,000)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godínez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**CHARITABLE VENTURES OF ORANGE COUNTY
FISCAL SPONSOR FOR SANTA ANITA NEIGHBORHOOD ASSOCIATION,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: Ted Kim
Title: Chief Operating Officer



City of Santa Ana
Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Felipe Guerrero	Mail Donation Check to:	Title:	President
Address:	204 N. Susan st.	Charitable Ventures of Orange		
City, State, Zip:	Santa Ana, Calif. 92703	County	Phone:	714-566-5513
		1505 E. 17th Street Suite 101,		
Email:	godfrano@aol.com	Santa Ana, CA 92705	Fax:	

Organization Information

Name:	Santa Anita Neighborhood Association Fiscal Sponsor is Charitable Ventures of OC		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.			
	If Yes, Tax ID #:	cvoc-20-8756660	

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	June 8, 2018	Mayor/Councilmember:	Solorio
Direct Payment Amount Requested:	\$ 1,000	Event Date:	June 15, 2018	Event Time:	12:00pm-5:00pm
Event Location: Address, City, State, Zip	300 S. Figueroa st. Santa Ana, Calif. 92703				
Description of Event / Purpose:	The Santa Anita Neighborhood Association will be hosting a small event on June 15th to celebrate the new TV and DVD player that will be installed in the center for the community to use.				
Community Benefit:	Community will benefit from the event, an opportunity to engage children and families to use the center more often, promote community pride, and get to know other neighbors.				
Applicant Signature:	Felipe Guerrero			Date:	June 6, 2018

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

Donation Request #:	DR -	Council Meeting Date:	June 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$1000
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
CRIME SURVIVORS INC.**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **CRIME SURVIVORS INC.** a California **501(c)(3) NON-PROFIT ORGANIZATION** ("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 for the **DIRECT BENEFIT OF VICTIMS OF VIOLENT CRIME AND PROVIDE SERVICES THAT WILL HELP VICTIMS OVERCOME THOSE CHALLENGES IN ORDER TO CONTRIBUTE TO THE COMMUNITY IN A POSITIVE MANNER** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER SOLORIO**, believes there is a public purpose in supporting the Community Benefit because it **WILL PROVIDE THE ART OF HEALING CLASSES TO VICTIMS OF VIOLENT CRIME, AS WELL AS SELF-DEFENSE & SAFETY CLASSES AND AN ARRAY OF SUPPORTIVE SERVICES FOR THE FOUNDER'S BIRTHDAY FUNDRAISING EVENT HELD ON JUNE 28, 2018.** 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 one-time payment of **ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$1,575)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**CRIME SURVIVORS INC.,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: Patricia Wenskunas

Title: Founder CEO



City of Santa Ana Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Patricia Wenskunas	Title:	Founder CEO
Address:	1301 North Tustin Ave., Suite A		
City, State, Zip:	Santa Ana, CA 92705	Phone:	(844) 853-HOPE (4673)
Email:	patricia@crimesurvivors.org	Fax:	(775) 245-4798

Organization Information

Name:	Crime Survivors		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	30-0229425

Donation Request

City Services Credit Amount Requested:	\$ 1,575	Date Needed:	June 28, 2018	Mayor/Councilmember:	Solorio
Direct Payment Amount Requested:	\$ 1,575	Event Date:	June 28, 2018	Event Time:	No Set Time
Event Location: Address, City, State, Zip	1301 North Tustin Ave., Suite A Santa Ana, CA 92705				
Description of Event / Purpose:	Founder's Birthday Fundraiser Event for Victim of Crime Programs 100% for Victims to have hope, healing, and survival!				
Community Benefit:	Direct Program Support for Victims of Violent Crime: Art for Healing Classes, Self Defense & Safety Classes, PEP Classes, Food, Clothing, Transportation & More				
Applicant Signature:				Date:	June 11, 2018

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

CITY USE ONLY			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	June 18, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$1,575
City Manager Signature:		Date:	

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
NEUTRAL GROUND**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **NATIS HOUSE dba NEUTRAL GROUND** a California **501(c)(3) NON-PROFIT ORGANIZATION** ("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 for **ON-GOING SERVICES PROVIDED TO YOUTH AND FAMILIES TO HELP OVERCOME LIFE CHALLENGES, LEARN WORKFORCE SKILLS, AND BECOME AWARE OF EDUCATIONAL OPPORTUNITIES.** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER SOLORIO**, believes there is a public purpose in supporting the Community Benefit for **NEUTRAL GROUND TO PROVIDE MEDIATION AND INTERVENTION SERVICES TO SANTA ANA YOUTH AND FAMILIES IN NEED THROUGH JUNE 30, 2018.** 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 one-time payment of **ONE THOUSAND DOLLARS (\$1,000)**; because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godínez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**NATIS HOUSE DBA NEUTRAL GROUND,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Nati Alvarado	Title:	Executive Director
Address:	1920 E. 17th Suite 202		
City, State, Zip:	Santa Ana, Calif. 92705	Phone:	714-267-7747
Email:	nati@ngservices.org	Fax:	

Organization Information

Name:	Natis House DBA Neutral Ground		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	45-4041042

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	6-23-2018	Mayor/Councilmember:	Solorio
Direct Payment Amount Requested:	\$1000.00	Event Date:		Event Time:	
Event Location: Address, City, State, Zip	1825 Civic Center Dr Santa Ana, Ca. 92706				
Description of Event / Purpose:	Natis House provides mediation and intervention services to Santa Ana youth and families in need. The funds from this sponsorship will go towards on-going program cost and services through June 30, 2018.				
Community Benefit:	The community benefits from Natis House services and program by overcoming life challenges, learning workforce skills, completing educational opportunities.				
Applicant Signature:	Nati Alvarado			Date:	06-08-2018

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

CITY USE ONLY			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	JUNE 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$1,000
City Manager Signature:		Date:	

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
NEUTRAL GROUND**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **NATIS HOUSE dba NEUTRAL GROUND** a California 501(c)(3) **NON-PROFIT ORGANIZATION** ("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 for **ON-GOING SERVICES PROVIDED TO YOUTH AND FAMILIES TO HELP OVERCOME LIFE CHALLENGES, LEARN WORKFORCE SKILLS, AND BECOME AWARE OF EDUCATIONAL OPPORTUNITIES.** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER VILLEGAS**, believes there is a public purpose in supporting the Community Benefit for **NEUTRAL GROUND TO PROVIDE MEDIATION AND INTERVENTION SERVICES TO SANTA ANA YOUTH AND FAMILIES IN NEED THROUGH JUNE 30, 2018.** 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 one-time payment of **TWO HUNDRED FIFTY DOLLARS (\$250)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**NATIS HOUSE DBA NEUTRAL GROUND,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana Donation Request

City Manager's Office - M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Nati Alvarado	Title:	Executive Director
Address:	1920 E. 17th Suite 202		
City, State, Zip:	Santa Ana, Calif. 92705	Phone:	714-267-7747
Email:	nati@ngservices.org	Fax:	

Organization Information

Name:	Natis House DBA Neutral Ground		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	45-4041042

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	6-23-2018	Mayor/Councilmember:	Villegas
Direct Payment Amount Requested:	\$ 250.00	Event Date:	6-23-2018	Event Time:	12:00pm
Event Location: Address, City, State, Zip	1825 Civic Center Dr Santa Ana, Ca. 92706				
Description of Event / Purpose:	Natis House provides mediation and intervention services to Santa Ana youth and families in need. The funds from this sponsorship will go towards on-going program cost and services through June 30, 2018.				
Community Benefit:	The community benefits from Natis House services and program by overcoming life challenges, learning workforce skills, completing educational opportunities.				
Applicant Signature:				Date:	06-08-2018

Return completed form via:

Mail: City Manager's Office - M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	JUNE 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$250
City Manager Signature:	Date:		

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
ORANGE COUNTY FIRE AUTHORITY FOUNDATION**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on JUNE 19, 2018, by and between the City of Santa Ana, a municipal corporation ("City") and **ORANGE COUNTY FIRE AUTHORITY FOUNDATION** a California 501(c)(3) **NON-PROFIT ORGANIZATION** ("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 for the **FIRE EXPLORERS PROGRAM THAT PROVIDES COMMUNITY SERVICES THROUGHOUT THE CITY OF SANTA ANA, ENGAGE WITH THE PUBLIC, AND ACT AS POSITIVE ROLE MODELS FOR YOUNGER YOUTH.** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER VILLEGAS**, believes there is a public purpose in supporting the Community Benefit because it **PROVIDES ON-GOING TRAINING SERVICES AND FUNDS TO SUPPORT COMMUNITY SERVICE RELATED COSTS (FLYERS, GIVEAWAYS, POSTERS, ETC.), SUMMER CAMP TRAINING, AND COMMUNITY EVENTS FOR YOUTH TO LEARN ABOUT THE FIREFIGHTING CAREER PATH AND PROVIDES EMERGENCY PREPAREDNESS SKILLS. FUNDS WILL NOT GO TOWARD RIDE-ALONGS.** 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 one-time payment of **SEVEN HUNDRED FIFTY DOLLARS (\$750)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

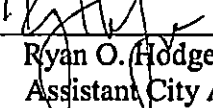
By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:

Sonia R. Carvalho
City Attorney

By: _____

Ryan O. Hodge
Assistant City Attorney

**ORANGE COUNTY FIRE AUTHORITY FOUNDATION,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana
Donation Request

City Manager's Office - M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Samantha Maria Soto	Title:	Community Relations Specialist
Address:	1439 S. Broadway		
City, State, Zip:	Santa Ana, CA 92707	Phone:	714 567 3253
Email:	samanthasoto@ocfa.org	Fax:	

Organization Information

Name:	Orange County Fire Explorers fiscal sponsor is Orange County Fire Authority Foundation		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?		Select One:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	27-1064774

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:		Mayor/Councilmember:	Villegas
Direct Payment Amount Requested:	\$ 750.00	Event Date:	on-going	Event Time:	OCFA Fire Explorer Program
Event Location: Address, City, State, Zip	120 W. Walnut Santa Ana, CA				
Description of Event / Purpose:	OCFA Fire Explorers is a GREAT way for the youth of Santa Ana to see first hand what it is to be a firefighter. These funds will support and continue to grow the program, mentoring the youth of Santa Ana. The Explorers learn skills that help them in becoming a Firefighter along with life long skills to use, in any career of their choice.				
Community Benefit:	Fire Explorers are present at community events and programs, engaging the residents and fellow youth. They support a safe community and encouraging Santa Ana Youth to be involved				
Applicant Signature:				Date:	June 8, 2018

Return completed form via:

Mail: City Manager's Office - M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

GRABER/NA			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	JUNE 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$750
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
SANTA ANA PUBLIC SCHOOLS FOUNDATION**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **SANTA ANA PUBLIC SCHOOLS FOUNDATION (FISCAL SPONSOR FOR SAUSD EXPLORERS)** a California 501(c)(3) **NON-PROFIT ORGANIZATION** ("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 for **ON-GOING SERVICES THROUGH JUNE 30, 2018 FOR THE SANTA ANA UNIFIED SCHOOL DISTRICT EXPLORERS WHO PROVIDE COMMUNITY SERVICE ASSISTANTS THROUGHOUT THE CITY FOR VARIOUS EVENTS AND ORGANIZATIONS. THE SAUSD EXPLORERS PROGRAM ALSO PROMOTES CAREER PATHWAYS IN LAW ENFORCEMENT FOR YOUTH IN SANTA ANA** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER VILLEGAS**, believes there is a public purpose in supporting the Community Benefit because it **PROMOTES CAREER READINESS, ENCOURAGES HIGHER EDUCATION, AND PROVIDES COMMUNITY SAFETY THROUGH THE SERVICE PROVIDED WITH THE SAUSD EXPLORERS PROGRAM.** 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 one-time payment of **FIVE HUNDRED DOLLARS (\$500)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: John M. Funk
John M. Funk
Assistant City Attorney

**SANTA ANA PUBLIC SCHOOLS FOUNDATION
(FISCAL SPONSOR FOR SAUSD EXPLORERS),
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana
Donation Request

City Manager's Office - M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Janelle McLoughlin / Santa Ana Public Schools Foundation	Title:	CHIEF FINANCIAL OFFICER
Address:	1601 East Chestnut Avenue		
City, State, Zip:	Santa Ana, CA 92701-6322	Phone:	714-349-2722
Email:	janellemcloughlin@gmail.com	Fax:	

Organization Information

Name:	SANTA ANA PUBLIC SCHOOLS FOUNDATION		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	27-3210071

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:		Mayor/Councilmember:	Villegas
Direct Payment Amount Requested:	\$ 500.00	Event Date:	On-going	Event Time:	On-Going
Event Location: Address, City, State, Zip	Santa Ana School Police - 1601 E. Chestnut Avenue, Santa Ana, CA 92701 various sites throughout the City of Santa Ana				
Description of Event / Purpose:	SANTA ANA UNIFIED SCHOOL DISTRICT EXPLORES PROGRAM Post 490 is designed to build character, leadership skills, establish an appreciation for community service and build good citizen habits. The program is a career-oriented program to provide young individuals to explore firsthand a career in law enforcement.				
Community Benefit:	Youth and community will benefit in this program in a variety of ways with a practical sense, and insight to law enforcement while providing community service to residents.				
Applicant Signature:				Date:	May 23, 2018

Return completed form via:

Mail: City Manager's Office - M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702

Email: donationrequest@santa-ana.org
Fax: (714) 647-6954

Donation Request #:	DR -	Council Meeting Date:	June 19, 2019
Eligibility Met:	YES / NO YES	Approval Amount:	\$500
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
SOUTHLAND INTEGRATED SERVICES, INC.**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **SOUTHLAND INTEGRATED SERVICES, INC.** a California 501(c)(3) **NON-PROFIT ORGANIZATION** ("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 for **THE SENIOR CITIZEN PROGRAM EVENT THAT WAS HELD JUNE 16, 2018 OFFERED FREE ACTIVITIES FOR THE COMMUNITY THAT SHOWCASED THE ARTWORK AND ACTIVITIES FROM THE SENIORS** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER VILLEGAS**, believes there is a public purpose in supporting the Community Benefit because it **SUPPORTED THE SENIOR CITIZEN EVENT HELD JUNE 16, 2018, PROMOTED HEALTH AND SERVICES FOR SENIORS IN SANTA ANA**. 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 one-time payment of **FOUR HUNDRED AND TWENTY-FIVE DOLLARS (\$425)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: John M. Funk
John M. Funk
Assistant City Attorney

**SOUTHLAND INTEGRATED SERVICES, INC.,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: Tricia Nguyen

Title: Chief Executive Officer



City of Santa Ana
Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1888
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Tricia Nguyen	Title:	Chief Executive Officer
Address:	1618 West First Street		
City, State, Zip:	Santa Ana, CA, 92703	Phone:	714-620-7007
Email:	tnguyen@southlandintegrated.org	Fax:	714-620-7097

Organization Information

Name:	Southland Integrated Services, Inc.		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?		Select One:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	95-3403526

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	06/30/2018	Mayor/Councilmember:	VILLEGAS
Direct Payment Amount Requested:	\$425	Event Date:	6/16/18	Event Time:	N/A
Event Location: Address, City, State, Zip	1618 West First Street, Santa Ana, CA 92703				
Description of Event / Purpose:	Senior citizen program event will be hosted on June 16th, free to the community at the Southland Integrated Services where activities will be showcased for free. The seniors will display their artwork and activities to the community.				
Community Benefit:	Provide senior services and activities to the seniors at Southland Health Center. The objective of the services is to keep our senior community active, engaged, healthy, and happy, which is a benefit to the entire community of Santa Ana.				
Applicant Signature:				Date:	05/30/2018

Return completed form via:

Mall: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1888 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

Donation Request #: Reference B on all related DPVs	DR -	Council Meeting Date:	JUNE 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$425
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
RAINMAKER EFFECT, INC.**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **RAINMAKER EFFECT, INC.** a California **501(c)(3) NON-PROFIT ORGANIZATION** ("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 for **ON-GOING PROGRAM SERVICES WITH THE RAINMAKER EFFECT LEADERSHIP PROGRAM OFFERED AT SADDLEBACK HIGH SCHOOL THAT INCREASES LEADERSHIP SKILLS, BUILDS CHARACTER, AND PROVIDES MENTORING FOR YOUTH** . ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER TINAJERO**, believes there is a public purpose in supporting the Community Benefit because it **WILL SUPPORT ON-GOING PROGRAM SERVICES THROUGH JUNE 30, 2018 FOR HIGH SCHOOL STUDENTS TO IMPROVE LEADERSHIP SKILLS AND CONTRIBUTE POSITIVELY TO THE COMMUNITY**. 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 one-time payment of **ONE THOUSAND DOLLARS (\$1,000)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**RAINMAKER EFFECT, INC.,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: John Herpy

Title: President



City of Santa Ana
Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	John Herpy	Title:	President
Address:	24 Via Bella, Suite 43		
City, State, Zip:	Rancho Mirage, CA 92270	Phone:	562.221.7145
Email:	john.herpy@RainmakerEffect.Org	Fax:	

Organization Information

Name:	Rainmaker Effect, Inc.		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?		Select One:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	47-4654535

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	June 30, 2018	Mayor/Councilmember:	Tinajero
Direct Payment Amount Requested:	\$ 1000.00	Event Date:	On-Going	Event Time:	Various
Event Location: Address, City, State, Zip	Saddleback High School, 2802 South Flower St, Santa Ana, CA 92707				
Description of Event / Purpose:	Rainmaker Effect Leadership program (Reaching Outwards for Outrageous Team Results - ROOTS)				
Community Benefit:	Providing program support for fourth consecutive year of high school student (8th through 12th grade) leadership and character building at Saddleback High School. Program continues to foster and grow mentors both inside the school and outside including on campus staff, outside adult volunteers, and graduated SHS seniors that have participated in the program and have returned to support the ROOTS program.				
Applicant Signature:				Date:	06/07/2018

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

Donation Request #:	DR -	Council Meeting Date:	JUNE 19, 2018
Eligibility Met:	YES / NO	Approved Amount:	\$1,000
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
KIDWORKS COMMUNITY DEVELOPMENT CORPORATION**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **KIDWORKS COMMUNITY DEVELOPMENT CORPORATION** a California 501(c)(3) **NON-PROFIT ORGANIZATION** ("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 for the **ANNUAL COMMUNITY RESOURCE FAIR PUT ON BY THE TOWNSEND RAITT AND MYRTLE ST. TASK FORCE, A COLLABORATION WITH LOCAL SCHOOLS, CHURCHES, PROPERTY OWNERS, AND NON-PROFIT ORGANIZATIONS THAT PROMOTE SAFETY, QUALITY OF LIFE, AND INCREASED ACCESS TO COMMUNITY RESOURCES.** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER SARMIENTO**, believes there is a public purpose in supporting the Community Benefit because it **HOSTED ITS ANNUAL COMMUNITY RESOURCE FAIR EVENT ON MAY 12, 2018. THE EVENT ENTITLED, "BUILDING BRIDGES OF UNITY", WAS FREE TO THE COMMUNITY AND THE GOAL WAS TO INCREASE AWARENESS AND ACCESS TO HEALTH RELATED SERVICES AND TO STRENGTHEN THE LOCAL COMMUNITY.** 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 one-time payment of **FIVE HUNDRED DOLLARS (\$500)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**KIDWORKS COMMUNITY DEVELOPMENT CORPORATION,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana Donation Request

City Manager's Office - M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Frank Bejarano	Title:	Director of Youth and Family Engagement
Address:	1902 W. Chestnut Ave.		
City, State, Zip:	Santa Ana, CA, 92703	Phone:	714-834-9400
Email:	frank@kidworksoc.org	Fax:	714-834-9494

Organization Information

Name:	KidWorks Community Development Corp.		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<i>If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.</i>			
If Yes, Tax ID #:		74-3081569	

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:		Mayor/Councilmember:	Sarmiento
Direct Payment Amount Requested:	\$500	Event Date:	May 12, 2018	Event Time:	10:00AM-2:00PM
Event Location: Address, City, State, Zip	1850 W. Willits St. Santa Ana, CA 92703				
Description of Event / Purpose:	<p>The Townfest Fall and Myrtle St. Task Force is a coalition of local schools, churches, property owners, community-based nonprofit organizations, resident neighborhood leaders and public safety and enforcement agencies focused on coordinating strategies for improving community safety, quality of life and increased access to community resources for residents in a challenged environment of drug sales, crime and gangs. Over the past years, community stakeholders have been significantly involved in facilitating many activities to engage residents, property owners and other agencies to identify priorities and solutions that could improve the community's health and well-being. As such, the task force has been planning the Annual Community Resource Fair along the 1850-1900 block of W. Willits St. We anticipate at least 500 people to participate in this year's event, which will feature:</p> <p>Activities for children and youth (art, music, dance)</p> <p>Resource Fair - Community-based organizations, service providers, law enforcement agencies, health and nutrition-focused, and educational institutions and organizations</p>				
Community Benefit:	<p>The theme for this year's fair is "Building Bridges of Unity". The goal is to increase awareness and access to health-related services to strengthen the local community, celebrate its positive attributes, and bring different resources from the community to Central Santa Ana. Council Member, David Benavides and City Manager, SAPD's Kent Gomvaldy, have confirmed their attendance.</p> <p>Youth and children attending the event will receive school essentials until supplies last. In addition, over 45 organizations and businesses, which will have fun activities for youth and children, have confirmed their participation. Participating organizations include: SAUSD, City of Santa Ana, PDS SoCal, CalOptima, Orange County Health Care Agency, Coalition of Orange County Community Health Centers and Community Health Initiatives of Orange County, which will offer free information and guidance on free and low cost community services and educational and college opportunities. Over 500 visitors are expected to attend.</p>				
Applicant Signature:				Date:	6.12.2018

Return completed form via:

Mail: City Manager's Office - M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

City Council			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	
Eligibility Met:	YES / NO	Approved Amount:	
City Manager Signature:		Date:	

Revised 01/05/2017

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
COMMUNITY ENGAGEMENT INC.**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **COMMUNITY ENGAGEMENT INC.** a California **501(c)(3) NON-PROFIT ORGANIZATION** ("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 for **THE CUANO'S EL CANCION DEL INMIGRANTE EVENT HOSTED AT THE BOWERS MUSEUM ON MAY 12, 2018. THIS EVENT WAS FREE TO THE COMMUNITY AND PROVIDED CULTURAL ACTIVITES FOR SANTA ANA RESIDENTS.** ("Community Benefit"). 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, by recommendation of **MAYOR PULIDO**, believes there is a public purpose in supporting the Community Benefit for **THE COMMUNITY OF SANTA ANA TO ENHANCE THE APPRECIATION OF ARTS & CULTURE, WHILE HIGHLIGHTING LOCAL ARTISTS, AND ENGAGING THE COMMUNITY.** 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 one-time payment of **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**COMMUNITY ENGAGEMNT INC.,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana
Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Allen Moon	Title:	Program Director
Address:	3920 Birch Street, Suite 103		
City, State, Zip:	Newport Beach, CA 92660	Phone:	323-449-4823
Email:	allenscottmoon@gmail.com	Fax:	

Organization Information

Name:	Community Engagement Inc.		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?		Select One:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	47-4600334

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:		Mayor/Councilmember:	Pulido
Direct Payment Amount Requested:	\$ 7,500	Event Date:	5/12/18	Event Time:	5pm
Event Location: Address, City, State, Zip	Bowers Museum 2002 N, Main St., Santa Ana, CA 92706				
Description of Event / Purpose:	On Saturday, May 12th, Santa Ana Sites presented Cuñao's El Canción del Inmigrante at the Bowers Museum. The concert was free to the public and was produced by Santa Ana Sites, under the fiscal and administrative umbrella of Community Engagement, a non-profit that facilitates cultural activities within the city of Santa Ana.				
Community Benefit:	Arts and culture provides an array of community benefits from community pride, to historical information, appreciation of the arts, and motivation to the community to express their talents through the arts. Santa Ana has many talented artists and the events sponsored through these funds acknowledge and encourage arts & culture.				
Applicant Signature:	Allen Moon			Date:	6/13/18

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

CITY USE ONLY			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	June 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$7,500
City Manager Signature:		Date:	

**CITY OF SANTA ANA
DONATION AGREEMENT WITH
MADISON PARK NEIGHBORHOOD ASSOCIATION**

1. PARTIES AND DATE

This Donation Agreement ("Agreement") is entered into on **JUNE 19, 2018**, by and between the City of Santa Ana, a municipal corporation ("City") and **MADISON PARK NEIGHBORHOOD ASSOCIATION** a California 501(c)(3) **NON-PROFIT ORGANIZATION** ("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 for **AN EVENT INVITING SPONSORS AND COMMUNITY RESOURCES TO PROVIDE SERVICES, ACTIVITIES AND EVENTS CONDUCTED BY THE MADISON PARK NEIGHBORHOOD ASSOCIATION TO EMPOWER RESIDENTS TO MAKE HEALTHIER LIFE CHOICES.** ("Community Benefit"). 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, by recommendation of **COUNCILMEMBER BENAVIDES**, believes there is a public purpose in supporting the Community Benefit to **HOLD A 5K WALK AND PROVIDE SECURITY FOR THE ATTENDEES TO SAFELY PARTICIPATE IN THIS EVENT HELD BY THE MADISON PARK NEIGHBORHOOD ASSOCIATION THAT WILL EMPOWER THE YOUTH AND FAMILIES TO BECOME ENGAGED AND ACTIVE.** 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 one-time payment of **FIVE HUNDRED DOLLARS (\$500)**, because the City has determined that there is a public purpose to be served in supporting the Community Benefit. 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 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 through Recipient's full expenditure of the funds. 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 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.

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.

CITY OF SANTA ANA

By: _____
Raul Godinez II
City Manager

Attest:

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form:
Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

**MADISON PARK NEIGHBORHOOD ASSOCIATION,
a 501(c)(3) NON-PROFIT ORGANIZATION**

By: _____
Signature

Name: _____

Title: _____



City of Santa Ana
Donation Request

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:	Jose J. Rea	Title:	MPNA Treasurer
Address:	516 E. Occidental St.		
City, State, Zip:	Santa Ana, CA 92707	Phone:	714-357-6697
Email:	madisonparkna@gmail.com	Fax:	

Organization Information

Name:	Madison Park Neighborhood Association (MPNA)		
Tax-Exempt Status: Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?	Select One:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If No, you will only qualify for a credit for City-related costs for your request (i.e. permit fees, staff time, rental rates for facilities or equipment, etc.). Costs for City services vary and if approved, credit may or may not cover full cost of requested City services.		If Yes, Tax ID #:	80-0201690

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	6/30/18	Mayor/Councilmember:	Benavides
Direct Payment Amount Requested:	\$ \$500	Event Date:	June 2018	Event Time:	7am- 1pm
Event Location: Address, City, State, Zip	Madison Park 1528 S Standard Ave, Santa Ana, CA 92707				
Description of Event / Purpose:	This year residents will complete a 5k walk along the bike trail from Edinger to Chestnut Ave. Two police officers are needed at intersections that lack stop signs to ensure the safety of the participants.				
Community Benefit:	MPNA invites sponsors and community resources, which provide services to our community to empower residents to make healthier life choices. We anticipate an attendance of approximately 1,500, which consist of adults and children.				
Applicant Signature:				Date:	6/11/2018

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
---	---

DONOR USE ONLY			
Donation Request #: Reference # on all related DPVs	DR -	Council Meeting Date:	June 19, 2018
Eligibility Met:	YES / NO YES	Approved Amount:	\$500
City Manager Signature:		Date:	

Revised 01/05/2017