REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE: DECEMBER 20, 2016

TITLE: COMMUNITY ENHANCEMENT PROGRAM
GRANT AGREEMENTS AND
APPROPRIATION ADJUSTMENT FOR
FISCAL YEAR 2016-2017
{STRATEGIC PLAN NOS. 2.2A; 2.2B; 5.4B;
5.5C; 5.6C }

CITY MANAGER

RECOMMENDED ACTION

1. Approve one of the funding options for the 2016-2017 Community Enhancement Program Grant in the amount of $500,000:

   OPTIONS:

   A. Award funds to the eight highest ranked nonprofit programs for the requested funding amount, for a total of $485,643, and allocate $14,357 for administrative costs (Staff recommended action); or

   B. Award funds to the nine highest ranked nonprofit programs, with a of 7.5% reduction of the requested funding amount, for a total of $500,000.

2. Direct the City Attorney to prepare and authorize the City Manager and Clerk of the Council to execute agreements with nonprofit agencies awarded Community Enhancement Program Grants, subject to non-substantive changes approved by the City Manager and City Attorney.

3. Approve and Appropriation Adjustment to appropriate $500,000 from Fund Balance, resulting from Fiscal Year 2015-16 (General Fund) for the City’s Community Enhancement Grant Program.

DISCUSSION

The Community Enhancement Program Grant (CEPG) will allocate funding to nonprofit organizations for public services that support health, human and/or quality of life services to Santa Ana residents. On September 20, 2016 the City Council participated in a work study session for CEPG and directed staff to move forward with the application process.

65D-1
Applications for CEPG were released on October 14, 2016. Nonprofits with a 501(c)3 status were eligible to apply, a funding cap was set at $125,000 per program, and programs were required to align with a City of Santa Ana Strategic Plan Goal. A total of 67 applications were received by the November 7, 2016 application due date. Based on an internal staff review, 56 applications were deemed responsive and were rated by a panel consisting of representatives from the Rancho Santiago Community College District, Santa Ana Unified School District, Community Redevelopment and Housing Commission, Arts and Culture Commission, and the City of Santa Planning Agency Neighborhood Initiatives Division. The rating results are listed in the CEPG Rankings and Recommendations (Exhibit 1). Nonprofit program summaries are provided in Exhibit 2.

Marketing efforts to promote the availability of funds included a Nixle Press Release reaching 14,146 emails, a mailing to 320 Santa Ana nonprofit organizations, and an email to 154 nonprofit organization representatives. Additionally, a dedicated website was setup to provide CEPG information and the online application submission system. During the application process, Staff conducted two grant workshops to provide grant information and answer questions from interested nonprofits. A total of 90 representatives from 75 nonprofits attended the workshops.

**Option A:** Award funds to the eight (8) highest ranked nonprofit programs. This option allows nonprofit organizations to receive the full funding requested in the grant application. It also provides $14,357 for City costs associated with administering the grant program. If this option is selected, nonprofits will be required to adhere to the service levels stated in the application.

**Option B:** Award funds to the nine (9) highest ranked nonprofit programs. This option reduces funding by 7.5% of the funding requested in the grant application. It does not provide funding for the City to administer the grant program. If this option is selected, service levels in the application may be reasonably adjusted at the sole discretion of the City, proportionate to the level of funding awarded.

**STRATEGIC PLAN ALIGNMENT**

Approval of this item supports the City's efforts to meet Goal #2 – Youth, Education, Recreation, Objective #2 (Expand youth programming), Strategy A (Focus resources on quality youth engagement, enrichment and education programs through community centers, libraries and after-school programs during out-of-school hours.), Strategy B (Expand the youth sports program so that youth recreational opportunities are established year-round.), and Goal #5 - Community Health, Livability, Engagement & Sustainability, Objective #4 (Support neighborhood vitality and livability), Strategy B (Implement new Neighborhood Improvement initiatives focusing on residential areas that have been adversely affected by disinvestment and decline, Objective #5 (Promote a strong arts and culture infrastructure) Strategy C (Generate public and private support and resources to strengthen, expand and stabilize funding for the arts), Objective #6 (Focus projects and programs on improving the health and wellness of all residents) Strategy C (Integrate a variety of health and wellness programs into existing programming at each of the city's community/recreation centers).
FISCAL IMPACT

Approval of the Appropriation Adjustment will designate $500,000 from Fiscal Year 2015-16 General Fund ending fund balance to the following account:

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<td><strong>$500,000</strong></td>
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APPROVED AS TO FUNDS AND ACCOUNTS:

Robert C. Cortez  
Deputy City Manager  
City Manager’s Office

Francisco Gutierrez  
Executive Director  
Finance and Management Services Agency

Exhibits:  
1. Community Enhancement Program Grant Recommendations  
2. Nonprofit Program Summaries  
3. Nonprofit Agreements
# CEPG Rankings and Recommendations

<table>
<thead>
<tr>
<th>Rank</th>
<th>Average Score</th>
<th>Organization Name</th>
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Option A: Award #1 - #8. Fund at full requested amount; remaining funds used for administrative costs.
Option B: Award #1 - #9. Reduce full requested funding amount by 7.5%.
Community Enhancement Program Grant
Nonprofit Program Summaries

KidWorks CDC - New KidWorks Center and After School Program Expansion

Rank: 1
Score: 87.8%
Strategic Plan Alignment: Goal 2 Objective 2a
Funding Request: $ 125,000

KidWorks will open of a new satellite site in the Santa Anita neighborhood as part of a new City of Santa Ana sponsored affordable housing development. It will also significantly expand the after school and enrichment programming the main center. 1) New Santa Anita KidWorks Center; services include STEAM lessons, homework help, tutoring, college and career readiness for parents and students including college tours and financial aid assistance, a community fair, and a beautification day; 2) Double KidWorks Main Center: support for programming for the significant and much needed expansion of the main KidWorks site would double current enrollment.

TKO Youth Foundation - TKO BOXING CLUB

Rank: 2
Score: 86.4%
Strategic Plan Alignment: *Goal 2 Objective 2b
Funding Request: $ 20,000

TKO provides a low-cost, after-school program for at-risk youths as an alternative to gang membership. To challenge these youth to achieve their potential both academically and athletically.

Delhi Center - Cultural Arts Program

Rank: 3
Score: 86.2%
Strategic Plan Alignment: *Goal 5 Objective 5c
Funding Request: $ 125,000

The Cultural Arts Program provides a way to achieve cultural equity, access and inclusion in cultural arts by providing children and youth with visual and performing arts classes including dance, music, art, theater, photography, videography, and mural art. Classes are provided during non-school hours, including after school, evenings, and summer. The program also provides an avenue for young people to practice their artistic skills through on-the-job training and leadership development.

RAYA (Rise Above Your Ambitions) Foundation - Rise Above Sports Program

Rank: 4
Score: 83.2%
Strategic Plan Alignment: *Goal 2 Objective 2b
Funding Request: $ 21,261

The RAYA Foundation will offer the Rise Above Sports program. This program will consist of the following: 1) 8 week teen (14-18) basketball league, 2) 7 week boys (9-14) basketball league, 3) 7 week girls (9-14) basketball league, 4) 2 basketball skill development/lifeskills clinics, and 5) 1 youth track meet for youth 12 - 14 years.

Child Creativity Lab - The City as Play

Rank: 5
Score: 82.6%
Strategic Plan Alignment: Goal 5 Objective 4b
Funding Request: $ 45,000

The City as Play is an innovative public-engagement and community-visioning program that uses art-making as its medium. Participants will practice creative skills and problem-solving in community design workshops that help them become active participants in improving their neighborhoods. Facilitators will host 25 community design workshops that will be located in community gathering spots of divested neighborhoods in coordination with local groups to empower residents to re-think their neighborhood through a hands-on, purposeful, and fun design activity well-known for bringing people with little knowledge of how their city works, deep into the process.
**Serve the People - Increasing Access to Vision and Eye Care: Mobile Vision Clinic**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Score</th>
<th>Strategic Plan Alignment</th>
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<tr>
<td>6</td>
<td>82.6%</td>
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Serve The People-Community Health Center (STP) is expanding a comprehensive vision care program for individuals experiencing homelessness, low-income working-age adults, low-income senior citizens, and school-age children in Santa Ana. Funding will be a catalyst to launch a mobile vision care unit in its first year of operations which will lead to a sustainable program of optometry and ophthalmology for low-income residents throughout Santa Ana. The program will develop 13 new equitable health access points at 4 community/senior centers, 8 schools, and the courtyard homeless shelter. STP will provide vision exams with corrective lenses at no cost to the patient.

**Makara Center for the Arts - Lending Library & Arts Center**

<table>
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<th>Rank</th>
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The Makara Lending Library & Arts Center will strengthen the Santa Ana arts infrastructure by providing residents with improved access to arts education and professional development resources.

**Social and Environmental Entrepreneurs - The Bicycle Tree - Wrench and Ride**

<table>
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Wrench and Ride is an eight-week youth program in which participants learn about repair, riding bicycles, bicycle safety, and the many benefits of bicycling. Participants receive a used bike, repair and refurbish the bike, learn about bike safety and ride several miles around the city, experiencing safe and practical cycling practices, guided by a certified bike safety instructor. At the end of the program, graduates get to take their bike home, along with a helmet, lock, and lights. The program is offered at no charge to participants, who are typically recruited through partnerships with Santa Ana organizations, including Latino Health Access, KiWorks, and the Santa Ana Unified School District.

**Centro Cultural de México en el Condado de Orange - Fandangos in the Schools**

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<th>Rank</th>
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Musicians and dancers from El Centro Cultural de México introduced over 2000 K-8th grade students and their parents to the Fandango musical tradition of southern Veracruz, Mexico at the OC EducationArd Arts Academy. A series of workshops culminated in a Fandango organized by students and parents. CEPG funding will build on this pilot project by expanding the program to Santa Ana public schools, especially those in underserved areas by: 1) incorporating Centro’s other music, dance, and art instruction, and 2) laying the organizational groundwork to make this program a permanent liaison between the Centro and Santa Ana’s school system.

**Charles W Bowers Museum Corporation - Capacity building support for the Bowers Museum’s community focused programming**

<table>
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<th>Rank</th>
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<td>10</td>
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Bowers is committed to expanding access to and funding for the arts in Santa Ana. To achieve this, we will expand access to the museum for low-income residents of Santa Ana by reaching students at Title 1 schools through our Museum School Partnership and by expanding our weekly free admission for Santa Ana residents to include special exhibits as well as general museum access. Further, we will create a strategic plan that focuses on sustainable funding and expanded community access.
| **Newsong Community Church of Orange County - theMIX Academy** |
|---|---|---|
| **Rank:** 11 | **Strategic Plan Alignment:** *Goal 2 Objective 2b* | **Score:** 81.4% | **Funding Request:** $125,000 |
| theMIX Academy offers a safe and empowering learning center for the whole family in the Willard neighborhood, with 20 types of classes, seminars, and workshops for every age. Fresh, healthy dinner are served before classes at no cost. theMIX academy is a launching pad for dreams and creativity for any age, and designs customized goals for each family member. Empowering and raising up leaders in our own community is a crucial focus and metric for us. This grant will allow us to expand programs, serve more residents, and train local leaders to do the same. |

| **Santa Ana Pony Baseball - Jerome Park Youth Baseball** |
|---|---|---|
| **Rank:** 12 | **Strategic Plan Alignment:** *Goal 2 Objective 2b* | **Score:** 81.4% | **Funding Request:** $39,700 |
| Santa Ana Pony Baseball will provide a free youth baseball program to kids aged 5 to 8. The season will take place at Jerome Park during the Fall months of August, September, October, and November. The Jerome Park league will consist of the following: 10 Teams, 10 Coaches, 110 youth athletes. The grant money will be used to provide uniforms, equipment, coach development, field reservations, and field maintenance all at no charge to the parents. |

| **Taller San Jose Hope Builders - Healthcare Training For Disadvantaged Santa Ana Youth** |
|---|---|---|
| **Rank:** 13 | **Strategic Plan Alignment:** Goal 2 Objective 4a | **Score:** 79.8% | **Funding Request:** $125,000 |
| Hope Builders seeks funding from the City of Santa Ana to expand its existing Healthcare training program by 30%, and in partnership with St. Joseph Health, pilot a new training program to prepare youth as Fitness Professionals. The three healthcare programs will enroll 80 Santa Ana youth, ages 18 to 28, in Administrative Billing & Coding, Clinical Medical Assisting or Fitness Professional instruction. Hope Builders bridges the gap between young adults who face many barriers to employment and employers who need skilled, reliable workers. |

| **Orange County Children's Therapeutic Arts Center - After-School Neighborhood Initiative Music Prog.** |
|---|---|---|
| **Rank:** 14 | **Strategic Plan Alignment:** Goal 2 Objective 2a | **Score:** 79.2% | **Funding Request:** $125,000 |
| OCCTAC's After-School Neighborhood Initiative Music Program will provide free musical instruction to 250 Santa Ana youth across 5 Neighborhood Community Centers strategically located in the neighborhood areas where families do not have access to instrumental music education, and/or have transportation challenges. This wonderful Music Program will teach Santa Ana youth how to play a string or woodwind instrument, engage in musical ensembles, and perform in community events throughout the year! |

| **Pure Game - Year-Round Youth Recreation** |
|---|---|---|
| **Rank:** 15 | **Strategic Plan Alignment:** *Goal 2 Objective 2b* | **Score:** 79% | **Funding Request:** $35,400 |
| Through inclusive sports play plus character education, Pure Game (PG) inspires underserved children to be engaged, self-confident, ethical, resilient, compassionate, and capable of constructive problem solving. PG will provide programming to achieve this at four KidWorks sites and one Boys & Girls Club site in Neighborhood Initiative areas. PG will enroll an average of 60 participants at each site, for a total of 600 unique participants. Play consists of a very simplified form of soccer on a reduced-size field, with portable goals. Our young Field Champions (teacher-mentors) will lead play. |
The Cambodian Family - Healthy Changes Program (HCP)

Rank: 16  
Score: 79%  
Strategic Plan Alignment: Goal 5 Objective 6d  
Funding Request: $125,000

The goal of our HCP is to increase access of underserved, low-income, limited-English-proficient residents of Santa Ana to culturally and linguistically appropriate health care/preventive health services and resources through health education, health screenings, health care accessing services, and healthy living activities, thereby reducing health disparities in our Santa Ana community. Participants will have (1) increased health knowledge and awareness, (2) increased preventative health screenings, (3) improved access to culturally and linguistically tailored preventive health and health care services, and (4) increased health-promoting behaviors.

The Wooden Floor for Youth Movement - The Wooden Floor Expansion to the Depot at Santiago

Rank: 17  
Score: 79%  
Strategic Plan Alignment: Goal 2 Objective 2a  
Funding Request: $75,000

The Wooden Floor (TWF) transforms the lives of youth in low-income communities through the power of dance and access to higher education. TWF will expand Year-Round Programs in arts, education, and social services into a new annex in the Depot at Santiago, an affordable housing development. The 3,000 square-foot extension to our current campus as a dance studio, education center, and counseling/family resource center in the Depot at Santiago will serve 100 additional TWF year-round students plus 70 additional resident-families for TWF Family Services beginning in September 2017.

Charitable Ventures of Orange County - Madison Park Neighborhood Association

Rank: 18  
Score: 78.5%  
Strategic Plan Alignment: Goal 5 Objective 6d  
Funding Request: $48,940

Getting Residents Engaged in Exercise & Nutrition (GREEN), is a place-based wellness and learning center, located at Madison Elementary, that provides health, education, community, and leadership opportunities for residents. CEPG will support GREEN activities focused on community health, livability, engagement, and sustainability including: health and wellness workshops and programming; the annual health fair, walk-a-thon, and cultural festival; our ALMA (Aspire, Learn, Mentor, Achieve) Science Academy and supplemental academic programming; and adult education, focused on civic engagement, for parents.

Boys & Girls Club of Central Orange Coast (BGCCOC) - College Bound - Santa Ana

Rank: 19  
Score: 78.4%  
Strategic Plan Alignment: Goal 2 Objective 2a  
Funding Request: $125,000

College Bound provides low-income/at-risk Santa Ana teen students with quality academic instruction, mentoring, and support to help them graduate high school on time, prepare for university, community college, trade, military or technical school, and set career goals for the future. Advisors help youth to: 1) envision college as an attainable goal; 2) create a road map by setting academic/ career goals with a plan for achievement; and 3) develop the needed skills for college and/or a career.
Community Health Initiative of Orange County (CHI OC) - Community Health Access Program

Rank: 20  
Score: 78.4%  
Strategic Plan Alignment: Goal 5 Objective 6c  
Funding Request: $ 60,000

The Community Health Initiative of Orange County (CHI OC) serves the city of Santa Ana by helping families navigate an increasingly complex healthcare landscape in a culturally and linguistically appropriate manner. With over a decade of experience, CHI OC provides Outreach, Enrollment and case management services to vulnerable populations. Through our care coordination model, we strive is to ensure that families we serve not only acquire, but also retain and utilize their services effectively.

Community Engagement, Inc. - Paredes de Liberacion/Walls of Liberation

Rank: 21  
Score: 78.2%  
Strategic Plan Alignment: *Goal 5 Objective 5c  
Funding Request: $ 125,000

Through Project "Paredes de Liberacion" (Walls of Liberation), Community Engagement and Santa Ana Unified School District will collaborate with Santa Ana College (SAC) and community partners to develop murals that will contribute to Santa Ana's rich cultural heritage through arts education. The project will serve an estimated 600 high school students, ages 14 - 19 years old, who will receive articulated college credit through a semester long college level mural class that will be open to all district students and housed at Santa Ana High School (SAHS). The project includes SAC faculty who specialize in teaching mural design as well as a team of cross disciplinary arts teachers at SAHS including visual arts, theatre, and film. The project is supported by SAC adult students who will serve as interns, mentors, and volunteers to support both the mural project and the high school students' artistic development. The murals will be developed on site at Santa Ana High School and installed in various locations within the city of Santa Ana.

Arts Orange County - Día del Niño

Rank: 22  
Score: 77.2%  
Strategic Plan Alignment: *Goal 5 Objective 5c  
Funding Request: $ 10,000

Arts Orange County seeks support for its sixth annual "Día del Niño" program that consists of a full-day festival, and several pre-event workshops that will culminate in the exhibition and presentation of work during the main festival. The festival will feature approximately 35 interactive arts workshops and performances by professional guest artists, local arts organizations, schools, and amateur artists. "Día del Niño" celebrates the artistic richness and cultural heritage of OC's Latino community through engaging arts experiences, connects underserved residents to local arts organizations, introduces new artistic disciplines, and fosters creativity and exploration among children and families.

Charitable Ventures of OC - Santa Ana Building Healthy Communities Thriving Neighborhood Initiative

Rank: 23  
Score: 77%  
Strategic Plan Alignment: Goal 5 Objective 4b  
Funding Request: $ 134,760

The Thriving Neighborhoods Initiative (TNI) will transform 1-3 neighborhoods in Central Santa Ana via the implementation of three major program areas: 1) Thriving Economies - cultivate accessible and sustainable economic development opportunities for low-income residents & small businesses, 2) Thriving Homes - educate residents about tenant rights, municipal code requirements, and housing opportunities, 3) Thriving Spaces - activate existing and new open spaces with programmed recreational opportunities for youth and families, such as exercise, fitness, arts & culture classes, community gardening workshops, walking groups, and bike rides in park poor neighborhoods.
Fit2beKids' (F2BK) Fit 'n FUN Club is a free, year-round program serving low-income, high-risk, and special needs families. Our mission is addressing health and wellness at the family-unit level. The program incorporates nutrition education and guided individual and group sports/physical fitness activities for children ages 3-16 years, while maximizing parent participation to build a holistic approach to family health. 12-weeks enrichment courses include: 1) Together We Run – Across the Nation, 2) GO NUTS! – A Nutrition Competition, 3) WWow Sports (Wonderful World of Wacky Sports), and 4) Paying it Forward.

National Alliance on Mental Illness (NAMI), Orange County - Mental Health Education and Outreach

NAMI Orange County will provide mental health signature education programs and outreach at multiple community/recreation centers throughout Santa Ana. The education programs are designed to empower families and their loved ones in their mental health journeys. Each program will provide practical tools for understanding, insight, care, communication, empathy, stigma reduction and advocacy. These programs provide needed and lasting benefits during each of the stages of emotional response to crisis: dealing with catastrophic events, learning to cope and moving into advocacy.

Centennial Heritage Museum - Creating Employment Opportunities for Youth through History & Nature

Heritage Museum of Orange County will collaborate with Santa Ana Unified School district to develop three after-school youth employment programs aimed at 10 students at Lorin Griset Academy, REACH Academy, and Cesar E. Chavez High School. The students at these particular schools are on the academic cusp and are vulnerable to become high school drop outs. The three programs focus on different areas of museum operations, hence developing three unique opportunities on site for placed based learning: history docent's interns, farm interns, and conservation and habitat restoration interns. The three programs emphasize various aspects of the museum.

Orange County Children's Therapeutic Arts Center - Multi Arts Resources, Training, and Support

SMARTS will provide year-long intensive professional development, technical assistance and fund development to bring all Santa Ana Arts constituencies together. Individual artists and Arts organizations will be provided with ongoing professional development in important areas, including: grant writing and budgeting, fund development, program development, marketing strategies, community engagement and community collaboration. Joint and individual program design and funding appeals including creative place making, arts, dance and music events and community engagement will be identified and developed for all participant voices within the appeals.
**Academy of International Dance - Healthy Lifestyle**

Rank: 28  
Strategic Plan Alignment: *Goal 5 Objective 5c*  
Score: 75.2%  
Funding Request: $20,000

The Academy of International Dance's Healthy Lifestyle program educates and motivates families about eating nutritious meals, exercising regularly and learning about health topics through dance. Parents of the academy will be given excellent health and nutrition seminars yearly. Students will attend a special dance acting class that will empower them to take care of their bodies and minds. In order to fully embed what the parents and students learned in class or the seminars, they will be given illustrated reading material to study and short quizzes pertaining to the information they receive.

**Community Engagement, Inc. - Una Vuelta a la Manzana/Once Around the Block**

Rank: 29  
Strategic Plan Alignment: Goal 5 Objective 4b  
Score: 74.8%  
Funding Request: $125,000

Una Vuelta a la Manzana/Once Around the Block is a program in which residents in our 64 Santa Ana neighborhoods will come together over 6 months to organize and throw 64 neighborhood block parties across the City of Santa Ana. These community events will be a mechanism to inspire community building since engage-ments like block parties have been shown to provide a casual and relaxing setting where residents can meet, play, eat and hopefully find similarities that bring them closer together.

**Friends of the Santa Ana Public Library - Children's Patio Enhancement**

Rank: 30  
Strategic Plan Alignment: Goal 2 Objective 2a  
Score: 74.2%  
Funding Request: $90,000

This project will provide 3,000 sq. ft. of additional space to serve Santa Ana children at the Santa Ana Public Library. The project proposes to expand the Children's Patio west of the Main Library. Performance, craft, and reading spaces will be supplemented with raised bed gardens where children may learn about sustainable living and drought tolerant gardening. The result will be a long-term improvement in educational programming available to children in Santa Ana.

**Orange County Fair Housing Council, Inc. - Tenants' Repair and Deduct Short-Term Loan Program**

Rank: 31  
Strategic Plan Alignment: Goal 5 Objective 4b  
Score: 74%  
Funding Request: $40,000

California Civil Code Section 1942 provides a remedy to some tenants in need of habitability-related repairs to their unit. The code allows tenants to make repairs deemed necessary to maintain habitability and deduct the cost from the following month's rent. This remedy is typically referred to as "repair and deduct." Before tenants utilize this remedy they have to give the landlord a reasonable opportunity to make such repairs. Additionally, a tenant is limited to use of the remedy to twice in any 12-month period and to repairs that can be made for no more than one month's rent. Legal services to tenants who might experience retaliation by their landlord will also be provided.

**Big Brothers Big Sisters of Orange County - High School Bigs-School-Based Mentoring Program**

Rank: 32  
Strategic Plan Alignment: Goal 2 Objective 2a  
Score: 73.8%  
Funding Request: $25,000

High School Bigs is an after school, site-based mentoring program that works with principals, teachers, and counselors to identify students that need additional academic, social and behavioral support, and high school students that are eager, willing and capable to serve as academic tutors and peer mentors to the elementary students. The program helps to bring one-to-one tutoring and mentoring to youth that may not have families engaged enough to refer their children to our traditional community-based model of mentoring.
Casa de la Familia - LaTEEna Power Curriculum

Rank: 33
Score: 73.8%
Strategic Plan Alignment: Goal 2 Objective 2a
Funding Request: $24,000

The LaTEEna Power Curriculum (LPC) provides a 9-week curriculum that encourages Latina adolescents to explore 7 strengths they have inherited from their Latin American culture, and to use those strengths to overcome difficult life circumstances and transform a negative self-image into empowering self-acceptance and self-determination. The 7 LaTEEna Strengths are as follows: Espíritu Creativo/Creative Spirit, La Aguantadora’s Passionate Determination, The Comadre's Networking Ability, The Diplomatica’s Discretion, The Atrevida’s Courage, The Malabarista’s Balance, and The Reina’s Confidence and Strength.

Orange County Community Housing Corp - SteppingUP

Rank: 34
Score: 73.6%
Strategic Plan Alignment: Goal 2 Objective 2a
Funding Request: $50,000

SteppingUP is a free after-school program that works to educate and prepare at-risk individuals about the benefits of staying in school, graduating on time and gaining a higher education that will assist in breaking the generational cycle of poverty. SteppingUP's intensive year-round program has a 100% graduation rate and is 99% successful in moving students to higher education. Participants are provided weekly advising sessions, leadership training, STEM related education, reading comprehension and analysis, like-skills training and educational excursions.

The Illumination Foundation - Children's Resource Center

Rank: 35
Score: 73.2%
Strategic Plan Alignment: Goal 2 Objective 2a
Funding Request: $125,000

The Children's Resource Center (CRC) is a quality care environment that provides homeless and at-risk children with the services necessary to overcome the effects of poverty and break the cycle of generational homelessness. Programs include free early childhood education, tutoring, nutritional meal service, counselling, art and drama workshops, after-school academic assistance, parenting classes, recreation, and speech and language therapy. The CRC has also become a community hub: Engaged parents lead neighborhood meetings to discuss neighborhood issues.

Vietnamese Community of Orange County, Inc. - Draw Out the Stigma

Rank: 36
Score: 73%
Strategic Plan Alignment: *Goal 5 Objective 5c
Funding Request: $55,000

Social stigma remains a serious barrier to receipt of mental health services by Latino and Asian adults; fear of cultural stereotypes and misperceptions about mental health diagnoses and treatment stop those in need from accessing services. VNCOC proposes creating a positive program for promoting mental health by using the arts to Draw out the Stigma through the self-expression using multiple art forms, dialogue to generate meaningful conversations, and art exhibitions to promote reflection and awareness in order to reduce the stigma and discrimination of mental illnesses.

Rise Above Your Ambitions (RAYA) Foundation - Coaching Access for Success in Academics (CASA)

Rank: 37
Score: 72.6%
Strategic Plan Alignment: Goal 2 Objective 2a
Funding Request: $2,075

RAYA Foundation will offer two (2) "Coaching Access for Success in Academics (CASA)" workshops as well two tours of higher education institutions for 80 unduplicated parents/guardians of its junior high and high school participants and members of the general Santa Ana public. Workshops will be held at Santa Ana Recreation or Community Centers, based upon availability or the Raya home and will be approximately 2 hours in length. Workshops will be held weeknight evenings and/or weekends as needed to make them convenient and accessible for parents/guardians.
### The Cambodian Family - Plan Ahead Youth Program (PAYP)

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<th>Rank</th>
<th>Strategic Plan Alignment</th>
<th>Score</th>
<th>Funding Request</th>
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<tbody>
<tr>
<td>38</td>
<td>Goal 2 Objective 2a</td>
<td>72.2%</td>
<td>$ 125,000</td>
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The Plan Ahead Youth Program (PAYP) is to help young people develop their visions for the future and attain the skills to turn their visions into reality. PAYP will provide services to 200 participants who are low-income youth and parents in Santa Ana in order for them to thrive in the areas of academics, physical and mental health, leadership skills, and career opportunities. Youth and their parents will participate in activities that are organized year-round at our community center in Santa Ana, an average of 6-8 hours per week, around four well-integrated institutes: Academic, Leadership, Career, and Health and a parent strategy.

### Human Options, Inc. - Safe Options for Seniors

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<tr>
<th>Rank</th>
<th>Strategic Plan Alignment</th>
<th>Score</th>
<th>Funding Request</th>
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<tbody>
<tr>
<td>39</td>
<td>Goal 5 Objective 6e</td>
<td>71.8%</td>
<td>$ 37,000</td>
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The Safe Options for Seniors (SOS) program aims to offer prevention and intervention services to Santa Ana residents 50 years of age and older, who are at risk or who are victims of elder abuse or late life family violence. In 2014, over 9,000 reports of elder and dependent adult abuse were reported. The program will consist of new educational presentations and groups focused on assisting victims of elder abuse and late life family violence (Financial Scans, Senior Empowerment, A Journey to Empowerment, and Wellness Group). Services will be provided in the Santa Ana community and in Santa Ana Senior Center(s), and a therapist will be able to provide one-on-one services.

### Gay and Lesbian Community Services Center of Orange County - Invest in Santa Ana LGBTQ Youth

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<tr>
<th>Rank</th>
<th>Strategic Plan Alignment</th>
<th>Score</th>
<th>Funding Request</th>
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<tbody>
<tr>
<td>40</td>
<td>Goal 5 Objective 6d</td>
<td>70.8%</td>
<td>$ 63,079</td>
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</table>

Invest in LGBTQ Youth, provides school-based and after-school programming that will create positive school climates and promote health, wellness and community engagement for lesbian, gay, bisexual, transgender, and queer/questioning (LGBTQ) youth in Santa Ana. Funding will allow us to provide programming in 6 Santa Ana schools, as well as after-school and summer components. We have an agreement with SAUSD as a partner on the School Climate Committee and requests from school administrators to provide these much needed services.

### Orange County Council Boy Scouts of America - ScoutReach Youth Development & Leadership Training

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<th>Rank</th>
<th>Strategic Plan Alignment</th>
<th>Score</th>
<th>Funding Request</th>
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<tbody>
<tr>
<td>41</td>
<td>Goal 2 Objective 2a</td>
<td>70.6%</td>
<td>$ 124,067</td>
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We aim to expand ScoutReach to an additional 227 youth in a hands-on character building, life skills and leadership program. Our program involves parents and mentors and provides problem-solving, team-building and outdoor activities. Studies on Scouting show benefits, such as gains in grades, attendance and engagement in school as well as life-long impacts. A three year study from Tufts University shows a positive correlation of Scouting’s role in positive youth development in the areas of competence, confidence, connections, caring relationships and character development.
| Charitable Ventures of OC - Santa Ana Grants for Blocks - Connect to Council |
|---------------------------------|-----------------|----------------------|
| Rank: 42                        | Strategic Plan Alignment: Goal 5 Objective 4b |
| Score: 70.4%                    | Funding Request: $65,880 |
| Connect to Council (C2C) proposes to work with residents, community organizations, local schools, community partners and the City to strengthen neighborhood groups, create safe environments, improve health and wellness, and create opportunities for neighbors to help neighbors to increase leadership skills and the capacity of neighborhood associations to more effectively solve problems and fully utilize resources that they do not know are available to help improve neighborhood conditions and community health and to access fresh produce and the arts. |

| Healthy Smiles for Kids of Orange County - Smiles X-Press Teledentistry Program |
|---------------------------------|-----------------|----------------------|
| Rank: 43                        | Strategic Plan Alignment: Goal 5 Objective 6c |
| Score: 70.2%                    | Funding Request: $125,000 |
| The Smiles X-Press Teledentistry program is an innovative service that seeks to ensure that every child in Orange County has access to oral health care by utilizing telehealth technology to provide dental care in underserved communities. Healthy Smiles has begun implementing this program in elementary and preschools, including within Santa Ana Unified School District (SAUSD). With funding from the city of Santa Ana, Healthy Smiles can offer the Smile X-Press program at an additional five schools, providing thousands of children with a Virtual Dental Home. |

| Legal Aid Society of Orange County - Health Consumer Action Center |
|---------------------------------|-----------------|----------------------|
| Rank: 44                        | Strategic Plan Alignment: Goal 5 Objective 6d |
| Score: 69.2%                    | Funding Request: $110,579 |
| LASOC will provide Santa Ana residents with holistic legal services to improve their health and wellness by working with the California Endowment and creating medical legal partnerships with other nonprofits to assist Santa Ana residents who are not able to access health coverage or navigate through the health care system due to systemic barriers and problems. LASOC will provide outreach, legal representation, health retention and utilization assistance, consultation, advocacy, information, education, referrals, advice and counsel, and one-on-one legal assistance where Santa Ana residents have direct access to in-depth legal representation in the areas of dissolution of marriage, paternity, child support, child custody, landlord-tenant, bankruptcy, employment law, health, tax, permanent orders, and immigration relief. |

| Young Women's Christian Assoc of No. Orange Co - Neighborhood Link to Breast Cancer Screening |
|---------------------------------|-----------------|----------------------|
| Rank: 45                        | Strategic Plan Alignment: Goal 5 Objective 6c |
| Score: 68.6%                    | Funding Request: $35,000 |
| The purpose of our program is to provide quality breast cancer screening and breast self-awareness to 4,000 at-risk, multicultural, uninsured women, 40 years or older, in their own neighborhoods, in their own languages, and in a manner consistent with their cultural belief. We work with two mobile digital mammogram vendors who provide digital state of the art mammograms and navigate women to diagnostic care. Should cancer be detected, we partner with local breast cancer centers that provide surgery and follow up care. |
**Pure Game - Pure Game After-School Programming**

Rank: 46  
Score: 67.2%  
Strategic Plan Alignment: Goal 2 Objective 2a  
Funding Request: $47,400

Through inclusive sports play plus character education, Pure Game (PG) inspires underserved children to be engaged, self-confident, ethical, resilient, compassionate, and capable of constructive problem solving. With a CEP grant, PG will provide programming to achieve this, after school and during summer break, at 14 schools in Neighborhood Initiative areas. Participants will have fun, exercise, and grow in character, becoming better able to treat others respectfully, value themselves, think positively about their own futures, and be less vulnerable to gang recruitment.

**Veterans Legal Institute - Homeless Veterans Free Legal Clinics**

Rank: 47  
Score: 65.8%  
Strategic Plan Alignment: Goal 1 Objective 1g  
Funding Request: $106,720

The Homeless Veteran Free Legal Clinics are designed to reach out to vulnerable veterans who have unique and significant barriers to self sufficiency. VLI reaches out with mobile free clinics to known homeless veteran hotspots. For Santa Ana, that includes the homeless quarter at the Santa Ana Civic Center. These “Military Monday” clinics are invitations for free legal advice and counsel, community conversation, and presentations on expungements, landlord/tenant, bankruptcy, and other civil issues. Homeless veterans can come to a relaxed setting at the Starbucks right next to the quarter, drink coffee, and meet with an expanded staff who all have military backgrounds.

**Council on Aging - Southern California - ReConnect Early Intervention Services for Older Adults**

Rank: 48  
Score: 65%  
Strategic Plan Alignment: Goal 5 Objective 6e  
Funding Request: $84,246

ReConnect is a countywide program that provides short-term culturally and linguistically competent services (1 to 12 months) to improve the psychosocial health and quality of life of vulnerable, low-income older adults by engaging them in healthy life patterns and activities. The Reconnect program delivers services in 6 different including Hispanic, Vietnamese, Korean, Chinese, and Filipino seniors. The proposed program would expand programming at the senior centers in the city of Santa Ana. With the goal of increasing the number of enriching activities related to art, health, and culture.

**Court Appointed Special Advocate - Mentor-Advocate Program**

Rank: 49  
Score: 63.8%  
Strategic Plan Alignment: Goal 2 Objective 2a  
Funding Request: $50,000

Court Appointed Special Advocates (CASA) of Orange County’s Mentor-Advocate Program has been in operation since 1985. CASA recruits, screens and trains community volunteers to equip them to mentor and advocate for a segment of our most highly victimized population - children in the dependency system. Our court-appointed CASA volunteers are trained and supported to connect with the youth, to identify needs and concerns, to address ongoing crises that erupt in these challenging cases and to advocate for their resolution.

**Young Women Christian Association of North Orange County - YWSafe Self Defense Program**

Rank: 50  
Score: 63.4%  
Strategic Plan Alignment: Goal 1 Objective 2d  
Funding Request: $45,440

We will educate and train women about self-defense who use public transportation to work or school. This bi-lingual (English/Spanish) program teaches students about self-defense awareness and preparation. We discuss sexual assault definitions of the law so the student identifies potentially dangerous situations will have knowledge of her options. Training skills include risk avoidance, body language, self-defense and the understanding of the impact and effects of sexual assault.
<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Program Description</th>
<th>Rank</th>
<th>Strategic Plan Alignment</th>
<th>Score</th>
<th>Funding Request</th>
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<tbody>
<tr>
<td>Project Access, Inc.</td>
<td>&quot;Pathways out of Poverty After-School and Summer STEAM Program&quot;. Grant funds will support the critical program costs of a part-time STEAM Instructor position, STEAM/STEM learning materials, and focused STEAM field trips for youth. The program will expand access during the key after-school hours for low-income youth, and also provide youth with expanded learning opportunities, field trips, and hands-on learning.</td>
<td>51</td>
<td>Goal 2 Objective 2a</td>
<td>62.8%</td>
<td>$38,980</td>
</tr>
<tr>
<td>Hands Together-A Center for Children and Families</td>
<td>Morning Garden is a classroom educational and parenting program for low income mom’s who have preschool aged children living in the downtown Santa Ana 92701 area. An advanced early education preschool is provided by Hands Together enabling their parents to attend the morning classes.</td>
<td>52</td>
<td>Goal 5 Objective 6d</td>
<td>62.4%</td>
<td>$33,000</td>
</tr>
<tr>
<td>Community School of the Arts Foundation</td>
<td>Arts Education for Students with disabilities. Provide arts education, including music, theater, creative arts, and dance classes at no cost to an often marginalized population: students 5-22 years old identified with moderate to severe disabilities. Our program will address the needs of low-income, special needs children at nine SAUSD schools, by providing a safe and supportive learning environment.</td>
<td>53</td>
<td>Goal 2 Objective 2a</td>
<td>82.2%</td>
<td>$123,130</td>
</tr>
<tr>
<td>Public Health Foundation Enterprises</td>
<td>Little by Little School Readiness Program. The Little by Little School Readiness Program (LBL) is an evidence-based early literacy program that strives to create a stimulating home environment, foster literacy and improve school readiness for underserved children. Community Enhancement Program funds will be utilized to begin a pilot LBL site in Orange County and will provide LBL services to nearly 5,000 women and children at Public Health Foundation Enterprises’ (PHFE) “WIC Main Street”.</td>
<td>54</td>
<td>Goal 5 Objective 4b</td>
<td>62.2%</td>
<td>$124,842</td>
</tr>
<tr>
<td>Vietnamese Community of Orange County, Inc.</td>
<td>Santa Ana Pathway to Wellness. VNCOC will create a group program for older adults. “The Santa Ana Pathway to Wellness” to improve the health and wellness of all seniors by increasing their nutrition knowledge and skill at preparing low cost healthy meals, establishing a habit of daily walking with less fear, and decreasing isolation via group activity with neighbors. The program includes two components: nutrition classes and a walking program.</td>
<td>55</td>
<td>Goal 5 Objective 6e</td>
<td>61.6%</td>
<td>$75,000</td>
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<tr>
<td>Young Mens Christian Association (YMCA) of Orange County</td>
<td>Soccer and Aquatics Program. The Santa Ana Family YMCA answers the community need by providing soccer and swim programs at our 2.5 acre Sports and Aquatics Center.</td>
<td>56</td>
<td>Goal 5 Objective 6d</td>
<td>53.4%</td>
<td>$50,000</td>
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COMMUNITY ENHANCEMENT PROGRAM GRANT AGREEMENT BETWEEN
THE CITY OF SANTA ANA AND ________________

This Community Enhancement Program Grant Agreement ("Agreement") is made and entered this ___ day of ______________, 2017, by and between the City of Santa Ana, a charter City and municipal corporation organized and existing under the Constitution and laws of the State of California ("City"), and ___________ Organization Name __________, a California section 501(c)(3) Nonprofit Organization ("Grantee"), collectively referred to herein as the "Parties".

RECENTALS:

A. On October 14, 2016, applications for the Community Enhancement Program Grant (CEPG) were released.

B. On December 6, 2016, the City Council approved the recommended Fiscal Year 2016-2017 CEPG Grants, thereby allocating $500,000 to nonprofit organizations for public services that support health, human and/or quality of life services to Santa Ana residents.

C. On December 6, 2016, the City Council reviewed all applicants and determined that Grantee is hereby awarded a CEPG based on its Application for its public services ("Project") attached hereto and incorporated herein as Exhibit A, and authorized the execution of this Agreement.

D. In undertaking the performance pursuant to this Agreement, Grantee represents that it is skilled and knowledgeable in the public services arena and that any Project performed hereunder will be performed in compliance with such standards as may reasonably be expected from a service provider.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. Grant Activities. Grantee agrees:

1.1. To perform the activities described in the Grant Application and Timeline submitted to City for consideration dated ______________, 2017, a copy of which is attached as Exhibit A and incorporated into this Agreement as if set out in full. Service levels in the application may be reasonably adjusted at the sole discretion of the City, proportionate to the level of funding awarded.

1.2. To submit two reports (each, a "Report"), one at the midway point of the Project, and one at the end of the Project, as reasonably determined by the City. The Reports shall include, at a minimum, the total number of Santa Ana residents served, a description of activities and accomplishments, and financial documentation to support expenditures, such as true copies of invoices, receipts, canceled checks, bank statements, credit card statements, payroll records, contracts or documentation pertaining to costs for subcontractors, and/or other documentation supporting and evidencing how the CEPG funds were expended during the applicable reporting period. If necessary, the City, in its sole discretion, may request additional reports and/or information from the Grantee regarding the Project. No personally identifiable information shall be included in any of the Reports, except where specifically requested. The Reports shall be in a format that is reasonably acceptable to City. City may request additional information as City, in its sole discretion, determines necessary to monitor performance of this Agreement. City shall have the right to use any Reports submitted by Grantee, or any portion thereof, for any reason.

1
1.3. To facilitate site visits, conference calls and audits of Grantee, as reasonably requested by City.

2. **Funding.**

2.1. Subject to Grantee's performance of all required actions under this Agreement, City shall provide funding in two disbursements, the first to be issued after execution of the Agreement, and the second at the midway point of the Project, after the City's review and approval of the midway Report described in section 1.2 of this Agreement, in an amount not to exceed __________________ Thousand Dollars ($________________) ("Grant Amount" or "Grant").

2.2. Appropriate performance of the Grantee will be determined by City in its sole discretion. City reserves the right to cease funding after each disbursement.

2.3. City represents that there is no correlation or connection between its selection of organizations for grant awards and an organization's business relationship or potential business relationship with City.

3. **Term.** This Agreement shall be effective upon signature by both Parties and shall expire one year from the date first written above, unless terminated earlier in accordance with this Agreement. The term of this Agreement may be extended upon a writing executed by the City Manager and City Attorney.

4. **Termination.**

4.1. City may immediately terminate this Agreement upon one or more of the following:

4.1.1. Grantee's violation of any federal, state or local law or regulation.

4.1.2. Grantee's breach of any of the terms or conditions of this Agreement, including the Application and Timeline, or any unapproved deviation from said documents which has not been cured within 30 days of written notice of such breach.

4.2. In the event the Agreement is terminated under Section 4.1, City reserves the right to require Grantee to refund any or all grant funds awarded to Grantee under this Agreement, and Grantee agrees to refund to City any or all grant funds awarded under this Agreement.

5. **Limitation of Liability.**

5.1. IN NO EVENT SHALL CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES FOR ANY NEGLIGENCE, BREACH OF CONTRACT OR ANY OTHER ACT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIVITIES COVERED HEREUNDER.

5.2. Section 5 and Section 6 do not limit Grantee's rights, including its ability to seek recovery, against anyone other than City, its directors, officers, employees, agents, successors and assigns.

6. **Indemnification.**

6.1. Grantee shall defend, indemnify, protect and hold harmless the City, or its elected and appointed officers, employees, members or agents from and against all claims for damages, liability, cost and expense (including without limitation attorney's fees) arising out of or alleged
by third parties to be the result of the negligent acts, errors or omissions or the willful misconduct of the Grantee, and Grantee’s employees, subcontractors or other persons, agencies or firms for whom Grantee is legally responsible in connection with the execution of the work covered by this Agreement. Grantee shall have no duty to indemnify or hold harmless the City if claims, damages, liability, costs, expenses (including without limitation, attorney’s fees) arise from the sole negligence or sole willful misconduct of the City subsequent to declaration by the Grantee. Grantee’s obligations shall survive the termination of this Agreement.

6.2. Grantee agrees to hereby fully release and forever discharge the City from any and all claims, demands, damages, losses, and liabilities (hereinafter collectively referred to as “claims”), which are or may be related to or in any way connected with the negligence or willful misconduct of its officers, officials, employees, or agents in connection with the creation, painting, performance or installation of the Project hereunder.

6.3. Grantee further agrees that City may in good faith and on reasonable terms settle any such claims and that City’s right to indemnification shall extend to any such settlement, provided City has given notice of such claim and its intent to settle. City’s right to indemnification is in addition to, and may be exercised independently of, any remedy held by City under this Agreement, at law or in equity. The indemnity provision set forth in this Agreement shall survive the termination or expiration of this Agreement indefinitely.

7. Insurance.

7.1. Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

7.1.2. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant’s operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of $1,000,000 per occurrence, with $2,000,000 in the aggregate. Consultant shall supply City with a fully executed additional insured endorsement in substantially the form attached hereto as Exhibit C upon execution of this Agreement and shall be approved in form by the City Attorney.

7.1.3. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

7.1.4. Worker’s Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker’s compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to
obtain and maintain any employer's liability insurance with limits not less than $1,000,000 per accident.

7.1.5. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than $1,000,000 per claim with $2,000,000 in the aggregate.

7.2. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

7.2.1. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.

7.2.2. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

7.2.3. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

7.3. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.


8.1. Grantee shall acquire prior written permission from City for any use of the City name or logo in association with its Project.

8.2. If any parts of this Agreement are held to be invalid or unenforceable, the remaining parts of the Agreement shall continue to be valid and enforceable.

8.3. This Agreement shall be construed and the rights and obligations of the Parties shall be determined in accordance with the laws of the State of California, with venue of any action arising out of this Agreement in Orange County, California.

8.4. Grantee shall comply with all governmental requirements which may now or in the future become applicable to its activities under this Agreement.

8.5. This Agreement, including Exhibit A, Application, and any amendments or schedules hereto, contain the full understanding and agreement of the Parties with respect to its subject matter, and no waiver, alteration or modification of any of the provisions to this Agreement shall be binding unless in writing and signed by an authorized officer of both Parties.

8.6. No waiver by either party or any breach, default, or series of breaches or defaults, and no failure, refusal, or neglect of either party to exercise any right, power, or option given to it under this Agreement or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of these provisions with respect to any subsequent breach or waiver by
either party or its right at any time thereafter to require exact and strict compliance with provisions of this Agreement.

8.7. Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing and will be deemed to have been duly given: (i) five business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or (iii) when delivered personally or sent by express courier service. All notices to City shall include a reference to the Project title.

All notices will be sent to the other party at its address as set forth below or at such other address as such party will have specified in a notice given in accordance with this section:

Grantee:  

____________________________________

City:  City of Santa Ana
       Clerk of the Council (M-30)
       20 Civic Center Plaza
       P.O. Box 1988
       Santa Ana, CA 92702
       FAX (714) 647-6956

8.8. This Agreement is subject to all applicable local, State and Federal laws.

8.9. Grantee agrees to comply with all applicable equal opportunity and affirmative action laws as appropriate. Grantee shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Grantee affirms that it is an equal opportunity employer (if applicable) and shall comply with all applicable federal, state and local laws and regulations.

8.10. Any funds provided under this Agreement that are not expended, obligated or otherwise committed by the termination or expiration of this Agreement shall be immediately returned to City.

8.11. Grantee shall maintain all pertinent financial and accounting records pertaining to this Agreement in accordance with generally accepted accounting principles and other procedures reasonably specified by City. Upon termination or expiration of this Agreement or request by City, Grantee shall provide, at its expense, copies of all financial and accounting records produced by it arising out of this Agreement.

8.12. Grantee shall allow audits, compliance or special reviews and inspections, including on-site inspection, with or without prior notice, of Grantee's facilities by City or by third parties.
designated by City, or their authorized representatives. Grantee shall provide its full cooperation for any such audit, review or inspection, including providing timely access, for examination and copying of records (including computerized records) pertinent books, documents, papers, computer programs and records and reasonable access to its personnel.

8.13. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Grantee under this Agreement ("Documents & Data"). Grantee shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Grantee represents and warrants that Grantee has the legal right to license any and all Documents & Data. Grantee makes no such representation and warranty in regard to Documents & Data which were provided to Grantee by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

8.14. Grantee shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Grantee performs the services which are the subject matter of this Agreement; however, the services to be provided by Grantee shall be provided in a manner consistent with all applicable standards and regulations governing such services. Grantee shall pay all salaries and wages, employer’s social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

8.15. Neither party shall assign any rights or obligations under this Agreement.

8.16. Each party covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

8.17. Each party warrants that they have executed this Agreement knowingly, freely and voluntarily and with full knowledge of its legal consequences. All parties involved warrant and represent that, prior to executing this Agreement, each party has had the opportunity to review and consider this matter with legal counsel, and that the terms of this Agreement, and its consequences, are fully understood by each party.

8.18. This Agreement represents the entire agreement and understanding between the parties, and supersedes any and all prior agreements and understandings between the parties, whether oral or written.

8.19. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:                  CITY OF SANTA ANA

Maria D. Hulzar
Clerk of the Council

David Cavazos
City Manager

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

By: Ryan O. Hodge
Assistant City Attorney

GRANTEE:
Name:
Title:

RECOMMENDED FOR APPROVAL:

Robert C. Cortez
Deputy City Manager
EXHIBIT A

COMMUNITY ENHANCEMENT PROGRAM GRANT APPLICATION