

**GRANT AGREEMENT
Fiscal Year 2006-2007**

[GRANTEE]

[Project]

This GRANT AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "Grantor" and the [GRANTEE], [ENTITY STATUS], hereinafter referred to as "Grantee", with reference to the following facts:

A. The Grantee has requested funds from the Grantor in order to provide certain services as hereinafter described.

B. The Grantor has determined that the granting of such funds is for a public municipal purpose and will advance the general good of the community.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantor hereby grants to the Grantee the total sum of _____ Dollars (\$) for the purposes set forth in Exhibit A hereto. The City designates the _____, or his/her designee, as the Contract Administrator.

2. In consideration of the funds hereby granted, the Grantee agrees to use those funds for the services and/or programs defined in Exhibit A, attached hereto and incorporated herein by this reference, and for no other purpose, and in accordance with any other terms and conditions that the City may impose.

3. The Grantee shall use and expend said grant in conformance with the budget marked as Exhibit "B", attached hereto and incorporated herein by this reference; provided, however, that adjustments within the total grant amount may be made between the items in said budget with the written consent of the City Manager of Grantor. Any such amended budget

consented to and accepted by both parties shall be attached hereto and incorporated as a part of this Grant Agreement without formal amendment hereto.

4. Payment to Grantee shall be made on a monthly basis from invoices submitted. Grantor reserves the right to at any time withhold the balance of said grant if City determines that Grantee is not using the grant funds for the purposes identified in Exhibit A, or if Grantee has not shown substantial progress towards completing goals set forth in Exhibit A, as evidenced by quarterly progress reports required under section 6 herein.

Each and every payment by the Grantor shall be subject to the receipt by Contract Administrator of an itemized request for payment outlining the items for which payment is requested. Grantee shall maintain receipts for all monies paid out or disbursed. Such receipts shall correspond with and substantiate the itemized request for payment and shall be subject to Grantor review during regular business hours.

Payment to Grantee shall be made within thirty (30) days of receipt of the itemized request for payment.

5. The Grantee shall maintain and keep records of all expenditures and obligations according to generally accepted accounting principles. Such accounting records must be kept current and shall be available to the Grantor for inspection or audit at reasonable times. Such accounts, documents and records shall be retained by the Grantee for five (5) years following the expiration of this Grant Agreement.

6. The Grantee assures and certifies that no person shall on the grounds of race, marital status, color, creed, national origin, ancestry, age, physical handicap, medical condition, sex, sexual orientation or disability, including the medical condition Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto be excluded from participation in,

be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Grantee has received funds hereunder and will immediately take measures to effectuate this agreement.

Pursuant to the Americans with Disabilities Act and specifically 42 USC 12132, Grantee acknowledges and agrees that in the performance of the Grant Agreement, no qualified individual shall, by reason of a disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City or Grantee or be subjected to discrimination by the City or Grantee.

7. Except as to the sole negligence, or willful misconduct of Grantor, the Grantee shall defend, indemnify, and hold the Grantor, its officers, employees and agents harmless from any and all loss, damage, claim, liability, expense or cost, including attorney's fees, caused by or in any way resulting from any accident or occurrence causing injury to any person or property, arising out of or contributed to by the activities or programs of the Grantee or any of Grantee's employees or agents, funded in whole or part by this grant, notwithstanding that Grantee may have benefited from the Grantee's services. This indemnification provision shall apply to acts or omissions, willful or negligent conduct, whether active or passive, on the part of Grantee or Grantee's employees or agents. The provisions of this paragraph shall survive the expiration or early termination of this agreement.

8. The Grantee shall not be considered and is not an agent, employee or contractor of the Grantor.

9. This Grant Agreement may be terminated by the Grantor upon the failure of the Grantee to comply in any substantial or material respect with the terms or conditions of this agreement following the failure of the Grantee upon reasonable notice from Grantor to cure such

default. Should the Grantor determine that the termination of this Grant Agreement is required, the Grantor shall forward a written notice of such determination to the Grantee at least seven (7) days prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed the day and year first above written.

GRANTOR

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

CERTIFIED AS TO FUND AVAILABILITY:

By: _____
Assistant City Manager/CFO

GRANTEE
[GRANTEE]

By: _____

Printed Name

Title

By: _____

Printed Name

Title