

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
WILCOX ROBOTICS**

This Agreement (“Agreement”) is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”), and Wilcox Robotics, an afterschool program representing Wilcox High School, with its principal place of business located at 3250 Monroe Street, Santa Clara, CA 95051 (“Recipient”). City and Recipient may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

Whereas:

1. As one of its functions as a chartered municipal corporation, City seeks to encourage, protect and enhance the health, safety, welfare and general good of the City and its citizens as well as improve the general quality of life for its citizens; and,
2. City desires to utilize the experience and ability of Recipient in helping to provide cultural, educational, recreational and entertainment opportunities for the general good of all.

In consideration for the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, the Recipient and City agree as follows:

**AGREEMENT PROVISIONS**

**1. Incorporation of Preamble and Recitals**

The Parties to this Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement.

**2. Nature of Agreement**

City agrees to contribute an amount set forth in this Agreement (“Contribution”) to Recipient, in consideration for Recipient’s performance of the Activities described below and full compliance with all of the terms and conditions of this Agreement.

### **3. Duties of Recipient**

In consideration for the receipt of funds to be paid to Recipient by City, Recipient shall perform all of the described work, services and activities required to present or to bring about the event(s) described in Exhibit A (collectively referred to herein as the “Services”), entitled, “Description of Recipient’s Activities and Obligations,” (the “Activities”), attached and incorporated by this reference.

### **4. Payment of Contribution**

Recipient shall perform all of the Services under this Agreement as a condition precedent to the City’s delivery of the fund (“Contribution”) referenced in Exhibit B, entitled, “Amount of Contribution, Terms of Payment and Restrictions,” attached and incorporated by this reference. Upon Recipient’s compliance with the terms and conditions of this Agreement, City will contribute to Recipient the amount set forth in Exhibit B. The Contribution paid to Recipient shall not be used for any other purpose than to pay expenses, (or if said expenses have already been paid by Recipient, then for reimbursement of same to Recipient) related to the Activities. None of the City’s Contribution will be used to pay for any expenses of Recipient incurred before the Effective Date.

### **5. Limitation of Financial Responsibility**

In no event shall City’s share of the Recipient’s expenses related to the Services and Activities provided under this Agreement exceed the amount set forth in Exhibit B. In no event will Recipient have the right or power to pledge the credit of City or incur any obligation in the name of City.

### **6. Records and Documentation**

Within thirty (30) days following the conclusion of Recipient’s performance of the Activities required under this Agreement, Recipient shall deliver to the City a written detailed accounting statement showing all receipts and disbursements received or made in connection with the provision of the Activities for City review and/or audit. This accounting statement shall provide expense summary documentation to the satisfaction of the City Manager. If any of the funds listed in Exhibit B are not expended on the Activities pursuant to the terms of this Agreement, the unspent funds shall be returned to the City concurrently with submittal of said accounting statement.

### **7. Independent Contractor Status**

It is agreed that during the performance of the Services and Activities required under the terms and conditions of this Agreement, Recipient, and any person(s) who is either employed by or contracted with Recipient to furnish labor and/or materials, either work as volunteer or as a paid employee, shall be deemed not to be an employee, contractor or agent of City. Recipient has full rights to manage its employees, volunteers and contractors subject to the requirements of the law. The means by which the Services and Activities shall be accomplished is under the sole care, custody and control of Recipient.

**8. Hold Harmless/Indemnification**

Recipient agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents and employees from and against any claim, injury, liability, loss, cost and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which City may become legally liable arising from Recipient's acts, errors or omissions, with respect to or in any way connected with the prosecution of the activities of Recipient pursuant to this Agreement.

**9. Insurance Requirements**

Prior to commencement of any of the activities described in this Agreement and during its entire term, Recipient shall provide and/or maintain, in full force and effect, the following insurance policies:

- A. commercial general liability policy (bodily injury and property damage);
- B. worker's compensation employers' liability policy; and,
- C. comprehensive automobile liability insurance policy (if applicable).

Said insurance policies shall be maintained, with respect to any employees of Recipient and any of its vehicles assigned to the performance of services under this Agreement with coverage amounts, (including the required endorsements, certificates of insurance and coverage verification), as defined in Exhibit C, attached hereto and incorporated herein by reference. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**10. Nonassignment**

Except as expressly agreed in writing by City, all Activities provided and Services required to be rendered under this Agreement shall be performed by Recipient. Recipient shall not otherwise subcontract or delegate to others the Activities to be performed under this Agreement.

**11. Time of Performance/Termination**

All Services under this Agreement are to commence upon the Effective Date, and shall continue through April 10, 2018, unless sooner terminated in accordance with the terms of this Agreement. The time allotted for the completion of the Services and Activities required under this Agreement may be extended by mutual agreement of the Parties for such additional period of time as the City may determine to be in the public interest. This Agreement may be terminated by either Party upon ten (10) calendar days written notice to the other, without cause. In the event of any termination, City shall reimburse Recipient for all services actually performed and/or all expenses actually incurred under this Agreement, to date of termination, and such payment shall constitute full payment and there shall be no other charge. Upon request of City, Recipient shall provide City

with copies of all documents prepared by Recipient as well as all receipts and proof of expenditures being requested for reimbursement.

**12. Notices**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Office of the City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050

Or by facsimile at (408) 241-6771

And to Recipient addressed as follows:

Recipient's notice address:  
Kathie Kanavel, Assistant Superintendent – Educational Services  
1889 Lawrence Road.  
Santa Clara, CA 95051

Or by facsimile at N/A

**14. Captions**

The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**15. Statutes and Law Governing Contract**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

**16. Other Agreements**

This Agreement shall not prevent either Party from entering into similar agreements with others.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

ATTEST:

\_\_\_\_\_  
JENNIFER YAMAGUMA  
Acting City Clerk

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**WILCOX ROBOTICS  
an afterschool program representing Wilcox High School**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kathie Kanavel

Title: Assistant Superintendent – Educational Services

Local Address: 1889 Lawrence Road  
Santa Clara, CA 95051

Email Address: kkanavel@scusd.net

Telephone: (408) 423-2124

Fax: N/A

“RECIPIENT”

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
WILCOX ROBOTICS**

**EXHIBIT A  
DESCRIPTION OF RECIPIENT'S ACTIVITIES AND OBLIGATIONS**

Recipient shall comply with the following requirements:

- A. Compete in the First Tech Challenge West Super-Regional Championship in Spokane, WA on March 9-11, 2018.
- B. Adhere to Council policy guidelines for eligibility for matching City contributions.
- C. By April 10, 2018, provide a detailed accounting statement to the City showing all receipts and disbursements received or made in connection with the Recipient's participation at the First Tech Challenge West Super-Regional Championship in Spokane, WA on March 9-11, 2018.

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
WILCOX ROBOTICS**

**EXHIBIT B**  
**AMOUNT OF CONTRIBUTION, TERMS OF PAYMENT AND RESTRICTIONS**

Amount of Contribution.

Pursuant to the terms of this Agreement upon presentation of bills therefore, City will contribute to Recipient toward the payment of the expenses of Recipient's participation in the First Tech Challenge West Super-Regional Championship in Spokane, WA on March 9-11, 2018, an amount not to exceed two thousand dollars (\$2000.00). In no event will the total amount of the contribution exceed two thousand dollars (\$2000.00).

Terms of Payment.

The City shall pay Recipient two thousand dollars (\$2000.00) provided the Recipient has raised matching funds.

1. The income and expenses related to the attendance at the First Tech Challenge West Super-Regional Championship are subject to audit.

Restrictions.

Monies disbursed by the City to Recipient under the terms of this contribution agreement shall be used exclusively for the Recipient's participation in the First Tech Challenge West Super-Regional Championship in Spokane, WA.

City funds are to be used exclusively for travel and competition-related expenses incurred by those participating in the First Tech Challenge West Super-Regional Championship in Spokane, WA.

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
WILCOX ROBOTICS**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**INSURANCE COVERAGE REQUIREMENTS  
FOR  
CONTRIBUTION AGREEMENTS**

Without limiting the Recipient's indemnification of the City, and prior to commencing the Services and the disbursements of contributions under this Agreement, the Recipient shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 each occurrence  
\$1,000,000 general aggregate  
\$1,000,000 products/completed operations aggregate  
\$1,000,000 personal injury

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

**C. WORKERS' COMPENSATION**

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Recipient included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Recipient under any



Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Recipient's operations, using either Insurance Services Office (ISO) Endorsement CG 20 10 03 97, CG 20 26 11 85, or its equivalent.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Recipient and City agree as follows:

The City reserves the right to withhold payments to the Recipient in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COMPLIANCE

Recipient or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent),

evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Recipient shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara City Manager's Office

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

#### G. QUALIFYING INSURERS

All of the insurance companies providing insurance for Recipient shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-09 Contribution Agreement.doc