

**CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
(INSERT RECIPIENT’S NAME HERE)**

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 [Name of Recipient 1] and [Name of Recipient 2], two City of Santa Clara residents (“Recipients”). City and Recipients 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 the Recipients’ child, [Child’s Name], 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 Recipients 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 Recipients, in consideration for Recipients’ and their child’s performance of the Activities described below and full compliance with all of the terms and conditions of this Agreement.

3. Duties of Recipients

In consideration for the receipt of funds to be paid to Recipients by City, Recipients and their child, [Child's Name], 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 Recipients' and Recipients' Child's Activities and Obligations," (the "Activities"), attached and incorporated by this reference.

4. Payment of Contribution

Recipients and their child, [Child's Name], 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 and Terms of Payment" attached and incorporated by this reference. Upon Recipients' and their child's, [Child's Name], compliance with the terms and conditions of this Agreement, City will contribute to Recipients the amount set forth in Exhibit B. The Contribution paid to Recipients shall not be used for any other purpose than to pay expenses, (or if said expenses have already been paid by Recipients, then for reimbursement of same to Recipient) related to the Activities.

5. Limitation of Financial Responsibility

In no event shall City's share of the Recipients' expenses related to the Services and Activities provided under this Agreement exceed the amount set forth in Exhibit B. In no event will Recipients 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 Recipients' and their child's, [Child's Name], performance of the Activities required under this Agreement, Recipients 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 or her designee. 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, Recipients, and any person(s) who is either employed by or contracted with Recipients 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. Recipients have 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 Recipients.

8. Hold Harmless/Indemnification

Recipients agree 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 Recipients' acts, errors or omissions, with respect to or in any way connected with the prosecution of the activities of Recipients pursuant to this Agreement.

9. Insurance Requirements

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

- A. homeowners insurance; or
- B. renters insurance.

Said insurance policies shall be maintained, with respect to any Recipient and any of its vehicles assigned to the performance of services under this Agreement with coverage amounts. 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 Recipients and their child, [Child's Name]. Recipients and their child, [Child's Name], 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 July 30, 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 Recipients 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, Recipients shall provide City with copies of all documents prepared by Recipients 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 Recipients addressed as follows:

[Name of Recipient 1] and [Name of Recipient 2]
Address
Address

13. 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.

14. Statutes and Law Governing Contract

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

15. 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”

**[NAME OF RECIPIENT 1]
AN INDIVIDUAL**

Dated: _____

By: _____

Name: [Name of Recipient 1]

Title: Mother of [Child's Name]

Local Address: _____

Email Address: _____

Telephone: _____

Fax: _____

“RECIPIENT”

**[NAME OF RECIPIENT 2]
AN INDIVIDUAL**

Dated: _____

By: _____

Name: [Name of Recipient 1] _____

Title: Father of [Child's Name] _____

Local Address: _____

Email Address: _____

Telephone: _____

Fax: _____

“RECIPIENT”

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EXHIBIT A

**DESCRIPTION OF RECIPIENTS' AND RECIPIENTS' CHILD'S ACTIVITIES AND
OBLIGATIONS**

Recipients' child, [Child's Name], carried out the following activities on behalf of the City:

- A. Competed in the Destination Imagination Global Finals on May 23-26, 2018.
- B. Adhered to Council policy guidelines for eligibility for matching City contributions.

Recipients complied with the following requirements:

- A. Provided documentation of all receipts and disbursements received or made in connection with the Recipients' child's, [Child's Name], participation at the Destination Imagination Global Finals in Knoxville, Tennessee on May 23-26, 2018. Registration, travel, lodging, and food expenses were verified as eligible under the City's Championship Team Fund program guidelines.

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EXHIBIT B

AMOUNT OF CONTRIBUTION AND TERMS OF PAYMENT

Amount of Contribution.

Pursuant to the terms of this Agreement upon presentation of bills therefore, City will contribute to Recipients toward the payment of the expenses of Recipients' child's, [Child's Name], participation in the Destination Imagination Global Finals in Knoxville, Tennessee on May 23-26, 2018, an amount not to exceed Two Hundred and Twenty Eight Dollars and Five Cents (\$228.05) . In no event will the total amount of the contribution exceed Two Hundred and Twenty Eight Dollars and Five Cents (\$228.05).

Terms of Payment.

The City shall pay Recipients Two Hundred and Twenty Eight Dollars and Five Cents (\$228.05) Based on the City's accounting statement and audit of all receipts and disbursement related to the participation in the Destination Imagination Global Finals in Knoxville, Tennessee that were submitted pursuant to the City's Championship Team Fund program guidelines.