

CITY OF CUPERTINO GRANT FUNDING AND LICENSE AGREEMENT

This Grant Funding and License Agreement (“Agreement”) is entered into between the City of Cupertino, a municipal corporation (“City”), and the Cupertino Historical Society, a non-profit public benefit corporation (“Historical Society” or “Grantee”), together, the “Parties.” The allocation of funds pursuant to this Agreement will be a grant. This Agreement is effective on the last date signed below (“Effective Date”).

RECITALS

- A. City is the fee owner of that certain real property known as the Quinlan Community Center ("Quinlan Center" or "Property"), with a street address of 10185 N Stelling Rd, Cupertino, CA 95014.
- B. The Historical Society has been using a certain portion of the Quinlan Center since 1992 for 20 years. The Historical Society desires to continue to use the portion of the Quinlan Center for gallery and office space.
- C. Since 2015, the City has provided grant funding to the Historical Society and desires to continue to support the mission of the Historical Society.
- D. City is willing to continue to provide grant funding to the Historical Society and to allow the Historical Society to continue to make use of that certain portion of the Quinlan Center depicted and described in **Exhibit A** attached hereto and incorporated herein ("License Area") on the terms and conditions set forth in this Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements by the Parties set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

I. GRANT TERMS

- 1. **Purpose of Grant.** This is a grant for the Historical Society as more specifically described in **Exhibit B** to this Agreement (“Grant Project”), and all work funded by this Agreement shall be completed in accordance with the Grant Project Description.
- 2. **Term.** The term of this Agreement and the license granted hereunder shall commence on the Effective Date and expires on _____ (“Initial Term”) unless this Agreement is terminated earlier as provided herein. At the City’s sole discretion, this Agreement may be extended annually for a total of two additional years (“Option Term”). Following expiration of the Initial Term, and, if applicable, Option Term, this Agreement shall continue on a month-to-month basis.
- 3. **Grant.** The total grant funding provided pursuant to this Agreement shall not exceed the annual sum of forty thousand dollars (\$40,000) and, if the Option Term is exercised pursuant to Section 2, for a total sum of two hundred thousand dollars (\$200,000) (the “Grant Funds”).

4. **Disbursement of Grant Funds.** The City will not disburse Grant Funds to Grantee until (1) this Agreement is fully executed, and (2) signed Federal Taxpayer ID Number Form (substitute IRS Form W-9) has been submitted. Grant funds following the first year shall be disbursed by August 1st.
5. **Use of Grant Funds.** In accepting grant funds, Grantee agrees that it shall use or expend grant funds, or any portion thereof, only as provided for in this Agreement and, without limiting the generality of the foregoing, agrees to purchase materials, equipment, or other property specified in **Exhibit B** only for use in connection with the Grant Project authorized by this Agreement except as may be otherwise provided herein.
6. **Grantee Obligations.**
 - 6.1 **Performance.** Grantee shall carry out the Grant Project to the best of Grantee's ability and in accordance with the generally accepted professional and ethical standards of Grantee's profession and community and currently approved methods and practices in Grantee's field and in accordance with the standards required by the Grant Project Description.
 - 6.2 **Compliance with Laws.**
 - a. Grantee shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including without limitation all provisions of the Occupational Safety and Health Act of 1979, Title VII of the Civil Rights Act of 1964, the Immigration Reform and Control Act of 1986 and all other applicable federal, state, and local laws.
 - b. Grantee represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Grantee to complete the Grant Project.
 - c. Grantee shall comply with all labor laws applicable to this Agreement. If the Grant Project Description includes a "public works" component, Grantee is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.
 - d. Grantee shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Grantee shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Grantee understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Grantee or its employees, contractors, or sub-contractors, will not be tolerated.

- 6.3 **Not an Employee.** Grantee and the agents, employees, contractors, and subcontractors of Grantee shall act in an independent capacity and not as officers or employees or agents of City. Grantee acknowledges and promises that City is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.
- 6.4 **Benefits and Taxes.** Grantee shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Grantee shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Grantee shall indemnify and hold City harmless from any and all liability that City may incur because of Grantee's failure to pay such taxes.
- 6.5 **Return of Unused Grant Funds.** Any Grant Funds not expended for the Grant Project and substantiated in the Grant Report described in Section 7, below, shall be reimbursed to the City no later than fifteen (15) business days after submission of the Grant Report. In the event that this Agreement is terminated pursuant to Section 23, Grantee shall return to the City on a pro-rata basis funds granted for that particular year. For example, if this Agreement is terminated effective 6 months into a grant year, Grantee shall return \$20,000 to the City.
7. **Grant Report.** By the fifteenth (15th) business day of July in the fiscal year following disbursement of the Grant Funds, Grantee must submit to the City a written report (the "Grant Report") proving that Grant Funds have been spent in the matter and for the purposes stated in the Grant Project. The Grant Report shall include, at a minimum, a description of the work completed, a description of what the Grant Funds were spent on, substantiating documentation for grant expenditures (e.g., invoices, timesheets), and information about the number of persons served and other results that benefit Cupertino. The Grant Report shall also identify whether all Grant Funds were expended.
8. **Grant Coordination.**
- City Grant Manager. City assigns the Director of Parks and Recreation as the City's representative(s) for all purposes under this Agreement, with authority to oversee the progress and performance of the Grant Project. City reserves the right to substitute another grant manager at any time, and without prior notice to Grantee.
- Contractor Project Manager. Subject to City approval, Grantee assigns Jennifer Furlong as its single representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Grant Project. City written approval is required prior to substituting a new representative.
9. **Notice.** All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed

by a reputable overnight delivery service, on the fifth (5th) calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

<p>To City of Cupertino:</p> <p>10185 N Stelling Road Cupertino, CA 95014</p> <p>Attention: Director of Parks and Recreation</p> <p>Email: recreation@cupertino.org</p>	<p>To Grantee:</p> <p>Attention:</p> <p>Email:</p>
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10. **Assignments and Subcontracts.** Grantee shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Grantee as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.
11. **Retention of Records.** Grantee must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Grantee’s performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for five (5) years from the date of City’s final payment.
12. **Conflicts of Interest.** Grantee shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Grantee warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090, et seq. Grantee may be required to file a conflict of interest form if Grantee makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Grantee agrees to abide by the City’s rules governing gifts to public officials and employees.
13. **Rights to Material Produced.**
 - 13.1 Grantee agrees that all original writings, sound recordings, pictorial reproductions, drawings, data, computer programs, and other works of similar nature produced in the course of or under this Agreement, are subject to the rights of City as set forth in this section. City shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the City reserves

a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. Grantee agrees to deliver a reproducible copy of such documents and materials to City upon request.

- 13.2 City may, in its sole discretion, require Grantee to identify or credit City as the funding agency or source for all materials or products generated or produced by Grantee pursuant to the Grant Project Description. This identification or credit may take the form of a logo or other representative mark of City or representative wording (e.g. "funded in whole or in part by the City of Cupertino") which is printed or applied directly on or to those materials or products. Grantee shall not use City materials including logos, flyers, etc., without written permission from City.
- 13.3 Except as otherwise provided in this Agreement, Grantee shall have and retain title to all real or personal property purchased or funded with grant funds; provided, however, that City may require, as an additional condition of eligibility for grant funds and in advance of approval of this Agreement, that the Grantee provide security to City in order to ensure the performance of Grantee's obligations under this Agreement and that those obligations are performed consistent with the terms and conditions of this Agreement.
14. **Intellectual Property.** Grantee represents and warrants that it has the legal right to utilize all intellectual property it will utilize in carrying out the Grant Project. Grantee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs, and all other litigation expenses for any infringement of the patent rights, copyright, trade secret, or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or work to be carried out in the performance of this Agreement.
15. **Publicity.** Any publicity generated by Grantee for the Grant Project under this Agreement, during the term of this Agreement and for one (1) year thereafter, will reference the City's contributions in making the Grant Project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. No signs may be posted, exhibited, or displayed on or about City property, except signage required by law or this Agreement, without prior written approval from the City.

II. LICENSE TERMS

16. **Grant of License.** City hereby grants to Historical Society, its employees, consultants, representatives, contractors and guests a non-exclusive, revocable, temporary license ("License") to enter and use the License Area, as described in **Exhibit A**, for the sole purpose of gallery and office space (collectively, the "Permitted Activities"), between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, as may be amended by the City from time to time.

17. **As-Is.** Historical Society acknowledges that neither City nor any agent of City has made any representation or warranty with respect to the condition of the Property or License Area, or its suitability for the Permitted Activities. Historical Society accepts the License Area in its "AS IS" condition and City shall have no obligation to improve the License Area. Historical Society shall not do or permit anything to be done in or about the License Area or the Property nor bring or keep anything therein which will in any way interfere with the City's use of the Property.
18. **Limitation on City Liability, Damage to Historical Society Property.** Historical Society, as a material part of the consideration to City, hereby assumes all risk of damage to property including, but not limited to, Historical Society's property, and injury to or death of persons in, upon or about the License Area, or any portion thereof, arising from any cause, and Historical Society hereby waives all claims in respect thereof against City, except to the extent such claims are caused by City's negligence or willful misconduct. Historical Society hereby agrees that City shall not be liable for injury to or death of any Historical Society employee, contractor, invitee or agent, or any other person in or about the Licensed Area, the Property, or any portion thereof, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the License Area, or any portion thereof or from other sources or places, except damage or injury caused solely by City's negligence or willful misconduct.
19. **Waste or Nuisance.** Historical Society shall not cause or maintain any nuisances in, on, or about the License Area or Property; or commit any waste in, on, or about the License Area or Property.
20. **No Alterations.** Historical Society shall not make any alterations, additions or improvements to the License Area or any part thereof.
21. **Protection of Property.** Historical Society shall practice all due diligence to protect the License Area. Historical Society shall, at its own expense, ensure that any litter is placed in the proper garbage, recycling, or compostable bins after each use. City, at its own expense, will ensure that the License Area is free of any litter, but the City is not obligated to empty its garbage, compost, or recycle bins outside of its ordinary schedule for doing so. In the event of damage to the License Area or Property arising directly or indirectly from Historical Society's use or access to the License Area or performance of the Permitted Activities, whether by Historical Society or its employees, contractors, invitees, third party program providers or other agents, the Historical Society shall reimburse the City, within 30 days following City's demand therefor, the cost of restoring any damage to the License Area or other improvements comprising the Property. Historical Society's obligations under this Section shall survive any expiration or termination of this Agreement.
22. **Utilities and Equipment.** Historical Society shall be responsible for its own telephone service and shall provide for its own office equipment and furnishings.

23. **Access to Premises.** Historical Society shall permit the City and its agents to enter into and upon the premises at all reasonable times for purposes of inspecting the same or for the purpose of maintaining or repairing the premises. Access to the premises is limited to city employees or agents, grantee employees or agents, and members of the public receiving services provided by grantee.

III. GENERAL PROVISIONS

24. **Indemnification.**

24.1 Except to the extent claims are caused by City's sole negligence or willful misconduct, Historical Society shall indemnify, protect, defend, and hold harmless City and its elected officials, officers, employees, volunteers, agents, representatives, and contractors from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including attorneys' fees and costs incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the term as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on Historical Society's part to be performed under the terms of this Agreement; (ii) the Permitted Activities; (iii) any act, error or omission of Historical Society or its employees, contractors, invitees, third party program providers or other agents in or about the License Area or Property or any portion thereof; or (iv) loss of, injury or damage to, or destruction of personal property or fixtures (including but not limited to furnishings and bathroom fixtures) on or about the License Area (collectively, the "Indemnification") arising from this agreement. Historical Society shall provide the defense portion of such Indemnification by and through counsel reasonably acceptable to City. The indemnification obligations of Historical Society set forth in this Section shall survive any expiration or termination of this Agreement.

24.2 City shall indemnify, protect, defend, and hold harmless Historical Society and its elected officials, officers, employees, volunteers, agents, representatives, and contractors from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including attorneys' fees and costs incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the term to the extent caused (directly or indirectly) by (i) any default in the performance of any obligation on City's part to be performed under the terms of this Agreement; (ii) caused by the sole negligence or willful misconduct of City or its employees, contractors, invitees or agents in or about the License Area or Property or any portion thereof. The indemnification obligations of City set forth in this Section shall survive any expiration or termination of this Agreement.

25. **Insurance.** Grantee shall maintain the following minimum levels of insurance coverage during the term of this Agreement. Prior to the execution of the Agreement, the Grantee shall provide proof of insurance required. Insurance is to be placed with either a public entity risk pooling organization acceptable to the City or with insurers authorized to conduct business in the state. Coverage shall be at least as broad as:

E. Commercial General Liability (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.

1. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
2. Additional Insured coverage under Grantee's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
3. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Agreement. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.

B. Automobile Liability: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

C. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. The insurance obligations under this Agreement shall be (i) the minimum coverage and limits specified above; or (ii) all the Insurance coverage and/or limits carried by or available to Grantee, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City.

E. Other Insurance Provisions. The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

1. Additional Insured Status. The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Grantee's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Grantee's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

2. **Primary Coverage.** Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Grantee's insurance and shall not contribute to it.
3. **Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.
4. **Waiver of Subrogation.** Grantee waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Grantee, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Grantee must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.
6. **Acceptability of Insurers.** Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.
7. **Verification of Coverage.** Grantee must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Agreement), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Agreement. City retains the right to demand verification of compliance at any time during the Agreement term.
8. **Subcontractors.** Grantee shall require and verify that all subcontractors maintain insurance that meet the requirements of this Agreement, including naming the City as an additional insured on subcontractors' insurance policies.
9. **Higher Insurance Limits.** If Grantee maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Grantee.
10. **Adequacy of Coverage.** City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.

26. **Termination.** Either party may terminate this Agreement, with or without cause, by providing thirty (30) days' notice in writing to the other party. The City may terminate this Agreement at any time without prior notice in the event that Grantee commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or effect whatsoever, and each of the Parties hereto shall be relieved and discharged from their obligations under this Agreement, subject to payment for acceptable grant implementation work carried out prior to the expiration of the notice of termination or reimbursement to the City pursuant to Section 6.5. Subject to the foregoing, all provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to: Grantee Obligations, Benefits and Taxes (Section 6.4); Retention of Records (Section 11); Rights to Material Produced (Section 13); Intellectual Property (Section 14); Indemnification (Section 24); Governing Law, Venue, and Dispute Resolution (Section 27); and Attorneys' Fees (Section 28).
27. **Governing Law, Venue, and Dispute Resolution.** This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Grantee must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.
28. **Attorneys' Fees.** If either party initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
29. **Waiver.** Neither the acknowledgement of work or disbursement of grant funds pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by the City to enforce any of Grantee's obligations or to exercise City's rights shall in no event be deemed a waiver of the right to do so thereafter.
30. **Notice of Nonrenewal.** Grantee understands and agrees that there is no representation, implication, or understanding that Grantee may be entitled to grant funds or that the work or other activity funded by City pursuant to this Agreement will be funded by the City under a new agreement following expiration or termination of this Agreement. Grantee waives all rights or claims to notice or hearing respecting any failure by City to continue to fund all or any such activities by Grantee following the expiration or termination of this Agreement.
31. **Third Party Beneficiaries.** There are no intended third party beneficiaries of this Agreement.
32. **Entire Agreement.** This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s) on this subject, either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each

Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling unless otherwise indicated.

33. **Severability.** If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.
34. **Execution.** Each individual executing this Agreement, on behalf of one of the Parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed.

CITY OF CUPERTINO
A Municipal Corporation

GRANTEE/LICENSEE

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Tax I.D. No.: _____

APPROVED AS TO FORM:

CHRISTOPHER D. JENSEN
Cupertino City Attorney

DATE: _____

ATTEST:

KIRSTEN SQUARCIA
City Clerk

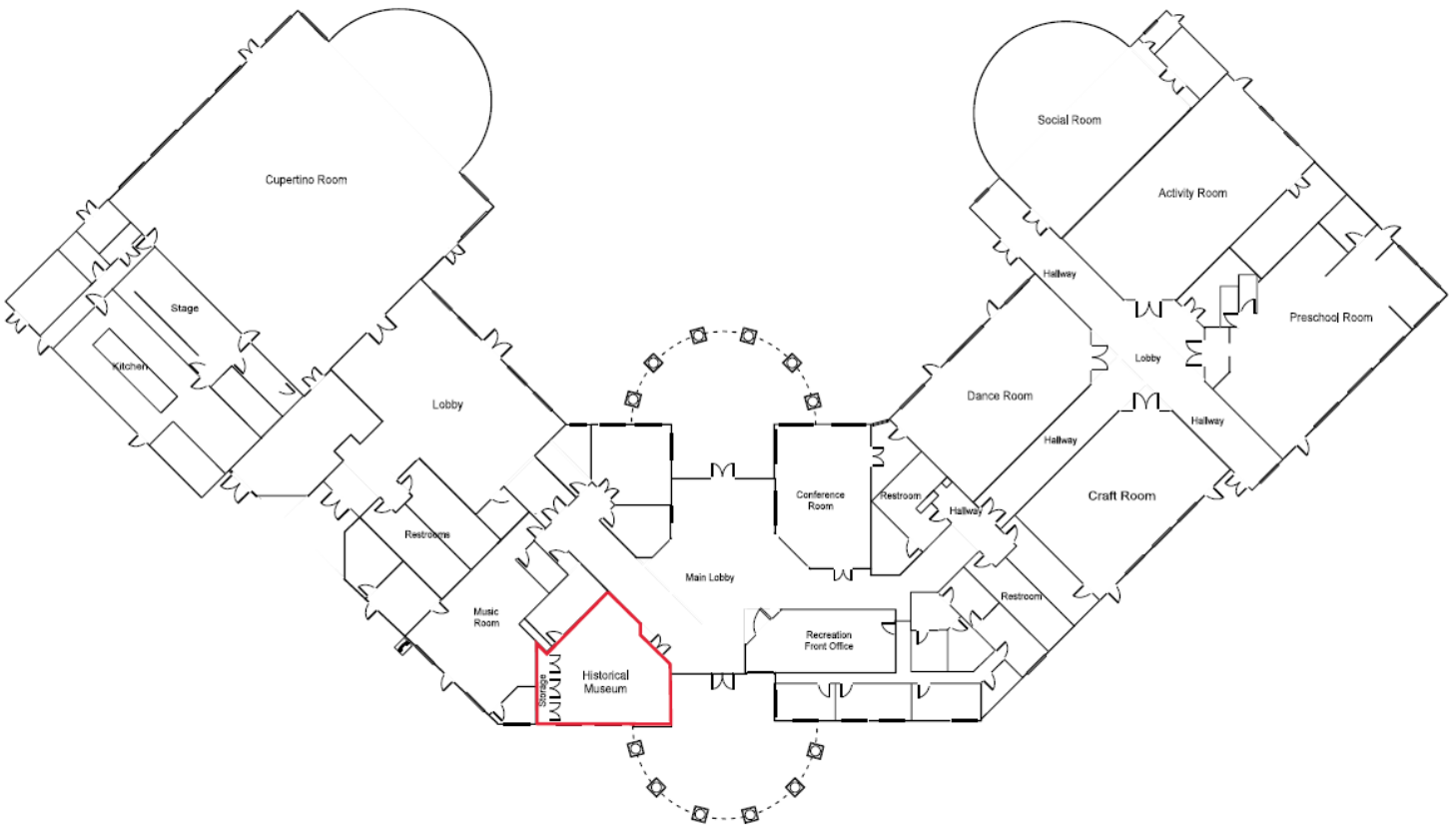
DATE: _____

Exhibit A

License Area

The Historical Society desires to continue to use the portion of the Quinlan Center for gallery and office space as depicted in the image above.

Quinlan Community Center



Both parties further agree to the following:

1. The City shall provide 18 meeting rooms and four large rooms at the Quinlan Center per calendar year with no base hourly fees applied to the Grantee for related activities. Meeting rooms shall not include the Quinlan Community Center's Cupertino and Social Rooms. For rental of any all other City meeting rooms, Grantee shall be charged the facility use Cupertino Non-Profit rate on the rental of any City facility.
 - a. Grantee shall be responsible for additional costs as outlined in the Fee Schedule E – Recreation.
2. Grantee shall notify City, in writing, at least 30 days in advance to cancel any room rentals. Late cancellation notices may result in the reduction of meeting rooms provided for that calendar year.
3. Upon termination of this Agreement with the Grantee, the Executive Director shall return all keys to the City's Parks and Recreation Director or an authorized representative.

-End of Exhibit A-

Exhibit B

Grant Project

Service	Description	Itemized Expense	Total for Service Category
Collections Management	Professionally manage archive of over 5,000 objects. Sample activities include cataloging, rehousing objects, collections research, object paperwork and assessment, collections inventory, collections digitizing, condition reports, pest remediation, etc.	IT Support and misc tech needs-- \$1,000/year Collections Assistant \$3,000/year Collections Supplies \$500/year (can include software), PastPerfect Online digital collections database \$1000/year; Insurance and Storage \$6500	\$12,000
Curatorial/Exhibitions	Provide 3-5 professionally curated exhibits/pop-up exhibits annually that relate to the mission of the museum and interests of the community.	\$10,000 graphics and printing for labels, panels and other didactics. \$5,000 misc. exhibit supplies—for technology and/or interactives, as dictated by the needs of the exhibition.	\$15,000
Community Outreach	Museum open houses during City festivals and fairs; QCC Preschool Events with Crafts; Special Exhibits at various locations around Cupertino (Cupertino Library, Baer Blacksmith Shop, Other Local Organizations); Traveling Trunk; Quarterly Speaker Series; Community Action Committee; Oral History Events; History Happy Hours; Volunteer and	\$1,000 Craft and Exhibit Supplies; \$5,000 food/beverage needs; \$5,000 Advertising/PR; \$2000 newsletter printing	\$13,000

	Internship opportunities for anyone ages 16+; Reading Groups		
Total			\$40,000

The Historical Society further agrees to the following:

1. Submit annual grant funding report as stated in Section 7 - Grant Report.
2. Present an annual report of fundraising activities, current work plan achievements, and future work plan items and projects to the Parks and Recreation Commission.
3. Designate one position on the Cupertino Historical Society Advisory Council for a Cupertino City Council member, as a representative of the City.
4. Commit to fundraising or pursuing other funding opportunities.

-End of Exhibit B-