

PRC Meeting
August 6, 2026
Supplemental Report

Item #2
Cupertino Historical
Society and Museum
Annual Report



PARKS AND RECREATION DEPARTMENT

QUINLAN COMMUNITY CENTER
10185 NORTH STELLING ROAD • CUPERTINO, CA 95014-5732
TELEPHONE: (408) 777-3120
CUPERTINO.GOV

PARKS AND RECREATION COMMISSION STAFF REPORT

Date: August 6, 2026

Subject

Cupertino Historical Society and Museum Annual Report

Recommended Action

Receive a presentation on the Cupertino Historical Society and Museum annual report.

Discussion

Background

On October 4, 2022 City Council approved executing an Agreement between the City of Cupertino and Cupertino Historical Society for three years, at an annual amount of not-to-exceed \$40,000; and if performance is satisfactory, followed up by two additional years for a total of five years at the same not-to-exceed annual amount of \$40,000. The agreement is current and expires June 30, 2027.

The agreement states that the historical society must *“Present an annual report of fundraising activities, current work plan achievements, and future work plan items and projects to the Parks and Recreation Commission”*.

The presentation fulfills the requirements of the current agreement. Continued City funding and the lease of space to the Cupertino Historical Society and Museum would require negotiation of a new agreement and approval by the City Council. Any modifications to funding levels, operational expectations, or responsibilities of the Historical Society would need to be addressed through that new agreement and formally approved by the City Council.

This presentation is provided for informational purposes only. Consistent with the recommended action, staff are simply requesting that the Commission receive the presentation in order to fulfill the requirements of the current agreement. No additional action is being requested at this time.

Sustainability Impact

No sustainability impact.

Fiscal Impact

Presentation of the annual report has no fiscal impact.

Prepared by: Rachelle Sander, Director of Parks and Recreation

Reviewed by: Rachelle Sander, Director of Parks and Recreation

Approved for Submission by: Rachelle Sander, Director of Parks and Recreation

Attachments:

A – Historical Society Grant – License Agreement

B – Historical Society Grant – License Agreement 1st Amendment

C – Historical Society Grant – License Agreement 2nd Amendment

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 June 30, 2025 (“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:

To City of Cupertino: 10185 N Stelling Road Cupertino, CA 95014 Attention: Director of Parks and Recreation Email: recreation@cupertino.org	To Grantee: Cupertino Historical Society 10185 N Stelling Road Cupertino, CA 95014 Attention: Jennifer Furlong Email: jennifer@cupertinohistoricalsociety.org
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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

By Pamela Wu

Name Pamela Wu

Title City Manager

Date Nov 7, 2022

GRANTEE/LICENSEE

By Jennifer Furlong

Name Jennifer Furlong

Title Executive Director

Date Nov 7, 2022

Tax I.D. No.: 94-2694547

APPROVED AS TO FORM:

Christopher D. Jensen

CHRISTOPHER D. JENSEN

Cupertino City Attorney

DATE: Nov 7, 2022

ATTEST:

Kirsten Squarcia

KIRSTEN SQUARCIA

City Clerk

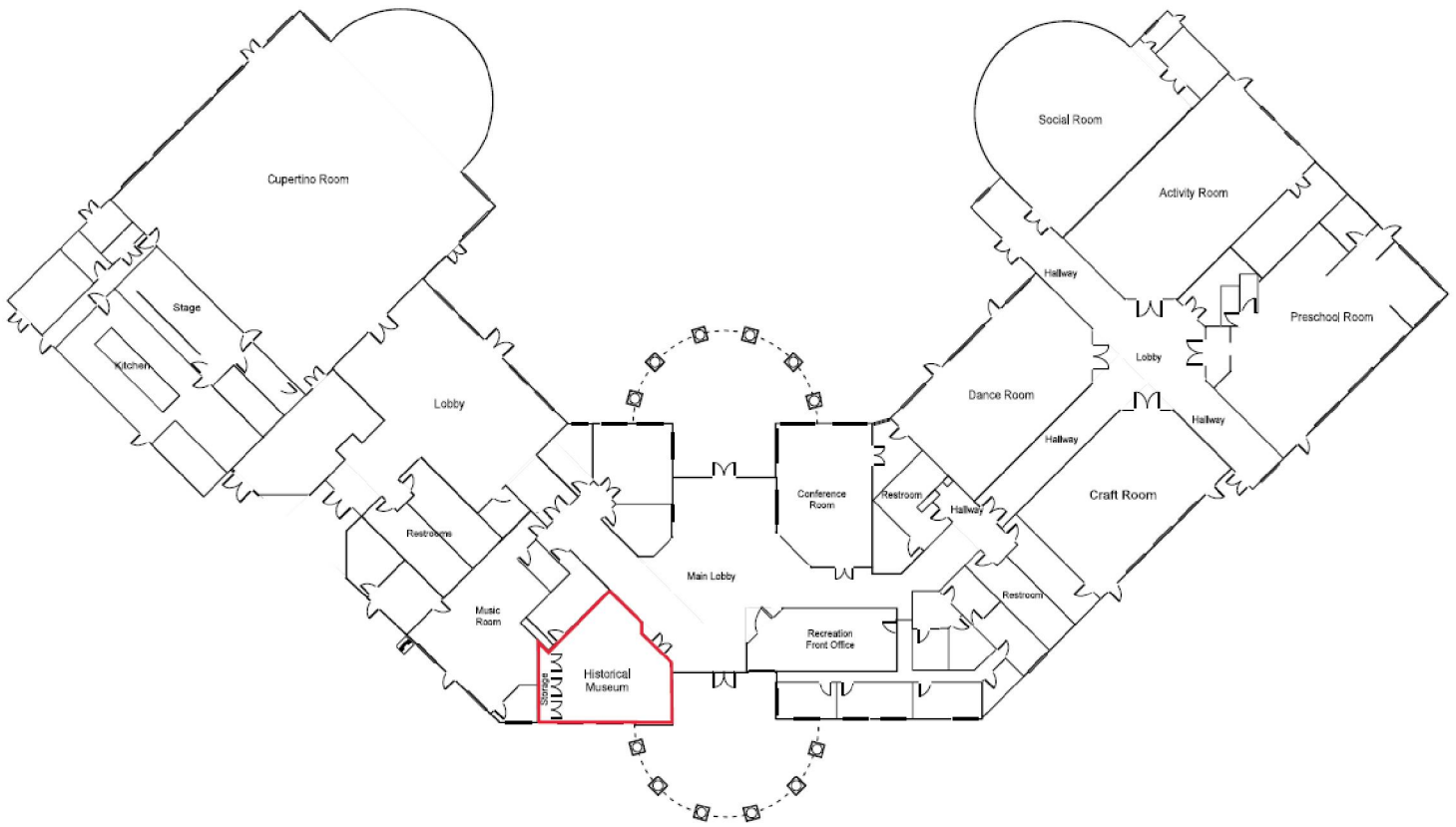
DATE: Nov 7, 2022

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-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PCF Insurance Services of the West LLC 21300 Victory Blvd, Suite 700 Woodland Hills CA 91367		CONTACT NAME: Steven Pelino PHONE (A/C, No, Ext): 818.456.5365 E-MAIL ADDRESS: spelino@pcfcoy.com		FAX (A/C, No): 818.703.0935
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nonprofits' Insurance Alliance of California, Inc.		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 108866078

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		2022-17703	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cupertino, its City Council, officers, officials, employees, agents, servants, and volunteers are listed as additional insured with respect to General Liability as their interests may appear subject to the conditions, limitations and exclusions of the policy forms.

CERTIFICATE HOLDER**CANCELLATION**

The City of Cupertino, its City Council, officers, officials, employees, agents, servants, and volunteers
10185 N. Stelling Rd
Cupertino CA 95014

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2022-17703

NAME OF INSURED: Cupertino Historical Society, Inc.

Page: 1

LIABILITY FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Additional Insured - Owners, Lessees or Contractors	CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises	CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 12 19
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07
Cap on Losses from Certified Acts of Terrorism	CG 21 70 01 15
Silica - Exclusion	CG 21 96 03 05
Health or Cosmetic Services Exclusion	CG 22 44 04 13
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
California Changes - Cancellation and Nonrenewal	IL 02 70 12 19
Disclosure Of Premium for Certified Acts of Terrorism Coverage	IL 09 99 12 20
Member Criteria	NIAC-E003 GL 08 20
Fiscal Sponsor Limitation	NIAC-E069 GL 02 19
Professional Services - Exclusion	NIAC-E078 11 20
Building Construction & Rehabilitation Exclusion	NIAC-E10 07 92
Fireworks Exclusion	NIAC-E11 GL 09 19
Lead Liability - Exclusion	NIAC-E120 09 19
Firearms Sublimit Endorsement	NIAC-E123 09 19
Blood Testing Exclusion	NIAC-E15 09 20
Communicable Disease - Exclusion	NIAC-E180 GL 01 21
Communicable Disease - Exclusion	NIAC-E180 LL 01 21
Discrimination Exclusion	NIAC-E195 GL 05 21
Asbestos Exclusion	NIAC-E22 09 19
Additional Insured - Designated Person or Organization	NIAC-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	NIAC-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured	NIAC-E28 01 99
Employee Personal Auto Reimbursement	NIAC-E29 12 09
Mold, Fungus Exclusion	NIAC-E33 GL 09 19
Construction and Conversion Exclusion	NIAC-E34 09 18

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2022-17703

NAME OF INSURED: Cupertino Historical Society, Inc.

Page: 2

LIABILITY FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 GL 09 19
Trampoline Bounce House Exclusion	NIAC-E5 07 15
Liberalization - GL, SSP, EBL	NIAC-E56 01 17
Liberalization - LL	NIAC-E59 02 12
Volunteer Medical Payments	NIAC-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	NIAC-E61 02 19
Fundraiser and Event Endorsement	NIAC-E70 03 19
Other Insurance - Coverage C	NIAC-E72 01 17
Mental Anguish Endorsement	NIAC-E74 03 14
Commercial General Liability Coverage Part Declarations	NIAC-GL-NPO
Commercial Liquor Liability Coverage Part Declarations	NIAC-LL 01 80
Nonprofits' OWN Enhancement Endorsement	NIAC-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion	NIAC-X1 06 18
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 01 80

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sequoia Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2679361**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A Y	QWC1209607	05/01/2022	05/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Cupertino 10300 Torie Ave Cupertino CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

City of Cupertino
10300 Torie Ave
Cupertino CA 95014

Job Description

Per Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/6/2022	Policy No.	QWC1209607	Endorsement No.	1
Insured	Cupertino Historical Society Inc			Premium \$	1,263
Insurance Company	Sequoia Insurance Company				

Countersigned by _____

Policy Number: 62274278

Underwritten by:
United Financial Cas Co
Policyholder:
Jennifer E Furlong
Page 1 of 1
October 26, 2022

Customer Service

1-800-776-4737
24 hours a day, 7 days a week

Verification of Insurance for

Jennifer E Furlong

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of the policies.

Please accept this letter as verification of insurance for this policy.

Policy and driver information

Policy number:	62274278
Policy state:	California
Policy period:	May 25, 2022 - Nov 25, 2022
There was no lapse in coverage during this policy period.	
Effective date:	May 25, 2022
Drivers: Jennifer E Furlong	Insured Driver
Address:	4180 Summer Gate Ave Vallejo, CA 94591

Vehicle information

Vehicle:	2022 TESLA MODEL 3
Vehicle identification number:	5YJ3E1EB3NF250534

Coverage information

Liability To Others		
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident	
Property Damage Liability	\$50,000 each accident	
Comprehensive	Actual Cash Value	Deductible: \$500
Collision	Actual Cash Value	Deductible: \$500

JENNIFER E FURLONG
4180 SUMMER GATE AVE
VALLEJO, CA 94591

Policy Number: 62274278

Underwritten by:
United Financial Cas Co
October 22, 2022
Policy Period: Nov 25, 2022 - May 25, 2023
Page 1 of 3

progressive.com

Online Service

Make payments, check billing activity, update
policy information or check status of a claim.

1-800-776-4737

For customer service and claims service,
24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on November 25, 2022 at 12:01 a.m. This policy expires on May 25, 2023 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9611D CA (09/16). The contract is modified by form Z357 CA (12/15).

Your email address

Any policy-related emails will be sent to the email address currently listed on your policy: jfurlong1210@gmail.com.
If you want to update your email address, please call us.

Underwriting Company

United Financial Cas Co

Drivers and household residents

Jennifer E Furlong

Marital status: Single
Years experienced: 26
Additional information: Named insured

Years licensed: 26

Outline of coverage**2022 TESLA MODEL 3 4 DOOR SEDAN**

VIN: 5YJ3E1EB3NF250534

Garaging ZIP Code: 94591

Annual miles: 10000

	Limits	Deductible	Premium
Liability To Others			\$468
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		
Property Damage Liability	\$50,000 each accident		
Uninsured/Underinsured Motorist	\$100,000 each person/\$300,000 each accident		52
Comprehensive	Actual Cash Value	\$500	41
Collision	Actual Cash Value	\$500	1,044
Uninsured Motorist Collision Deductible Waiver	\$500 waived		2
Rental Reimbursement	up to \$30 each day/maximum 30 days		56
Subtotal policy premium			\$1,663.00
Anti-Fraud fee			0.88
Total 6 month policy premium			\$1,663.88

Payment schedule

Oct 25, 2022	\$199.48	Jan 25, 2023	\$285.16	Apr 25, 2023	\$285.13
Nov 25, 2022	\$286.11	Feb 25, 2023	\$285.16		
Dec 25, 2022	\$285.16	Mar 25, 2023	\$285.16		

An installment fee of \$8.00 has been included in each payment. You may avoid paying installment fees by paying your premium of \$1,663.88 in full by November 25, 2022. You may reduce the amount you pay in installment fees by paying your premium in larger amounts and fewer installments. Please call 1-800-776-4737 for details.

The following additional fees may apply:

Late payment fee \$10.00

Fee for returned checks or refused payments \$0.00

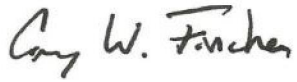
Premium discounts

Driver	
Jennifer E Furlong	Good Driver
Vehicle	
2022 TESLA	Vehicle Tracking System
MODEL 3	

Your right to advance notice of renewal

California law requires insurers to provide either an offer to renew at least 20 days before policy expiration or a written notice of nonrenewal at least 30 days before expiration. If we fail to give this offer or notice in the specified timeframes listed above, the existing policy with no changes in its terms and conditions, will remain in effect for 30 days from the date that either the offer to renew or the notice of nonrenewal is mailed to you. However, your policy shall terminate on the effective date of any other replacement or succeeding automobile insurance policy with respect to any automobile designated in both policies, even if you do not receive a timely offer to renew or notice of nonrenewal.

Company officers

A handwritten signature in black ink that reads "Cory W. Fincher". The signature is written in a cursive, slightly slanted style.

President

A handwritten signature in black ink that reads "Patricia M. Cowan". The signature is written in a cursive, slightly slanted style.

Secretary

Grant Funding and License Agreement at Quinlan Community Center

Final Audit Report

2022-11-07

Created:	2022-11-01
By:	City of Cupertino (webmaster@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzdYvbfTIRsToeWXSC6FFw62XeRRC0hr

"Grant Funding and License Agreement at Quinlan Community Center" History

-  Document created by City of Cupertino (webmaster@cupertino.org)
2022-11-01 - 5:38:46 PM GMT- IP address: 35.229.54.2
-  Document emailed to Araceli Alejandre (aracelia@cupertino.org) for approval
2022-11-01 - 5:45:15 PM GMT
-  Document approved by Araceli Alejandre (aracelia@cupertino.org)
Approval Date: 2022-11-01 - 6:15:05 PM GMT - Time Source: server- IP address: 73.170.27.253
-  Document emailed to Jennifer Furlong (jennifer@cupertinohistoricalsociety.org) for signature
2022-11-01 - 6:15:07 PM GMT
-  Email viewed by Jennifer Furlong (jennifer@cupertinohistoricalsociety.org)
2022-11-02 - 7:19:45 PM GMT- IP address: 174.62.100.88
-  Email viewed by Jennifer Furlong (jennifer@cupertinohistoricalsociety.org)
2022-11-07 - 5:41:45 PM GMT- IP address: 174.62.100.88
-  Document e-signed by Jennifer Furlong (jennifer@cupertinohistoricalsociety.org)
Signature Date: 2022-11-07 - 5:50:50 PM GMT - Time Source: server- IP address: 174.62.100.88
-  Document emailed to christopherj@cupertino.org for signature
2022-11-07 - 5:50:52 PM GMT
-  Email viewed by christopherj@cupertino.org
2022-11-07 - 5:51:23 PM GMT- IP address: 104.47.73.126
-  Signer christopherj@cupertino.org entered name at signing as Christopher D. Jensen
2022-11-07 - 5:51:36 PM GMT- IP address: 136.24.22.194



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Document e-signed by Christopher D. Jensen (christopherj@cupertino.org)

Signature Date: 2022-11-07 - 5:51:38 PM GMT - Time Source: server- IP address: 136.24.22.194



Document emailed to Pamela Wu (pamelaw@cupertino.org) for signature

2022-11-07 - 5:51:40 PM GMT



Email viewed by Pamela Wu (pamelaw@cupertino.org)

2022-11-07 - 6:08:34 PM GMT- IP address: 104.47.73.254



Document e-signed by Pamela Wu (pamelaw@cupertino.org)

Signature Date: 2022-11-07 - 6:08:47 PM GMT - Time Source: server- IP address: 64.165.34.3



Document emailed to Kirsten Squarcia (kirstens@cupertino.org) for signature

2022-11-07 - 6:08:49 PM GMT



Email viewed by Kirsten Squarcia (kirstens@cupertino.org)

2022-11-07 - 6:10:48 PM GMT- IP address: 104.47.74.126



Document e-signed by Kirsten Squarcia (kirstens@cupertino.org)

Signature Date: 2022-11-07 - 6:10:55 PM GMT - Time Source: server- IP address: 64.165.34.3



Agreement completed.

2022-11-07 - 6:10:55 PM GMT



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**FIRST AMENDMENT TO THE GRANT FUNDING AND LICENSE
AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE
CUPERTINO HISTORICAL SOCIETY**

This First Amendment to the Grant Funding and License Agreement (“Agreement”) between the City of Cupertino, a municipal corporation (hereinafter "City") and the Cupertino Historical Society, a Non-Profit public benefit corporation (“Historical Society” or “Grantee”) and is made with reference to the following:

RECITALS:

A. The City and Grantee entered into the Agreement for the City to provide grant funding to the Historical Society and to allow the Historical Society to make use of the portion of the Quinlan Community Center (“Quinlan Center” or “Property”), with a street address of 10185 North Stelling Rd, Cupertino, CA 95014.

B. City and Grantee desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Pursuant to Section 2 of the Agreement, the City exercises its right to extend the term of this Agreement through June 30, 2026 (“Extended Term”).
2. Section 8 of the Agreement is modified as follows, under the Contractor Project Manager paragraph:
Contract Project Manager. Subject to City approval, Grantee assigns Manuel Valerio 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.
3. Section 9 of the agreement is modified as follows, under the To Grantee section:
To Grantee:
Cupertino Historical Society
10185 N Stelling Road
Cupertino, CA 95014
Attention: Manuel Valerio
Email: mvaleriopr2020@gmail.com
4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

CUPERTINO HISTORICAL SOCIETY

By 
Title Interim City Manager
Date Jul 3, 2025

By Manuel Valerio
Title Executive Director
Date Jun 27, 2025

APPROVED AS TO FORM

Michael Woo
Senior Assistant City Attorney

ATTEST:

Kristen Squarcia
City Clerk

Date Jul 3, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER FOY and Associates 21300 Victory Blvd, Suite 700 Woodland Hills CA 91367	CONTACT NAME: Stephen Roth PHONE (A/C, No, Ext): (818) 703-8057 E-MAIL ADDRESS: sroth@pcfey.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California, Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cupertino Historical Society, Inc. 7954 Sunderland Dr. Cupertino CA 95014	NAIC #

COVERAGES**CERTIFICATE NUMBER:** CL24112185922**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	2024-17703	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			2024-17703-PROP	10/01/2024	10/01/2025	BPP \$535,280 Building \$47,815 Limit: Ea Claim: \$1,000,000 Limit: Ea Aggregate: \$1,000,000
A	Commercial Liquor Liability			2024-17703-PROP	10/01/2024	10/01/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cupertino, its City Council, officers, officials, employees, agents, servants, and volunteers are listed as additional insured with respect to General Liability as their interests may appear subject to the conditions, limitations and exclusions of the policy forms.
General Liability Deductible \$0

CERTIFICATE HOLDER**CANCELLATION**

The City of Cupertino 10185 N. Stelling Rd Cupertino CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED
EQUIPMENT - AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



Auto Insurance Declaration Page

Policy Number: 15630-20-95
Effective: 6/5/2025 12:01 AM
Expiration: 12/5/2025 12:01 AM
Named Insured(s): Manuel Valerio
Tracy Dawson Valerio
1248 Malone Rd
San Jose, CA 95125-4889
tdvalerio1@gmail.com
Underwritten By: Farmers Insurance Exchange
6301 Owensmouth Ave.
Woodland Hills, CA 91367

Premiums/Fees

Policy Premium \$3,095.00
Fees (*also see Information on Additional Fees below) \$1.76

Policy Premium and Fees \$3,096.76

This is not a bill.

Household Drivers

All persons who drive or will occasionally be driving any of the cars on the policy should be listed below. If anyone is missing or needs to be added, such as a newly licensed driver, you should contact your agent or the company to add that person before they begin to drive any of the cars covered on the policy.

Name	Driver Status	Name	Driver Status
Manuel Valerio	Covered	Tracy Dawson Valerio	Covered
Marissa Christine Valerio	Covered	Natalia Valerio	Permitted

Vehicle Information

Veh. #	Year/Make/Model/VIN	Coverage	Deductible	Limit
1	2012 Chevrolet Truck Traverse 4D 2Wd 2Lt 1GNKRJED8CJ272611	Comprehensive: Collision:	\$250 \$500	
2	2016 Ford Fusion Phev 4D 2Wd Titan Energ 3FA6P0SU2GR225977	Comprehensive: Collision:	\$1,000 \$1,000	

Coverage Information

Coverage	Limits (applicable to all vehicles)	Premiums by Vehicle	
		Vehicle 1	Vehicle 2
Bodily Injury Liability	\$100,000 each person \$300,000 each accident	\$506.00	\$209.00
Property Damage Liability	\$50,000 each accident	\$453.00	\$187.00
Permissive User Limit of Liability**	Full (See Permissive User Limit of Liability in your policy)	Included	Included
Medical Coverage		Not Covered	Not Covered
Uninsured Motorist Bodily Injury	\$100,000 each person \$300,000 each accident	\$223.00	\$100.00
Comprehensive		\$235.00	\$108.00
Collision		\$585.00	\$404.00

farmers.com

Policy No. 15630-20-95

Questions?

Call your agent Liana Coppola at (408) 377-3135 or email
lcoppola@farmersagent.com

Manage your account:

Go to www.farmers.com to access your account any time!

INFORMATION PAGE

DOC TYPE: INFPG

Carrier Code 22931
Pacific Compensation Insurance Company
3030 N. 3rd Street | Phoenix, Arizona 85012-3039 | 800-231-1363

Prior Policy No:
Policy No: WC1050290

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Type of Ownership: Corporation - Private
Tax Identification No: 94-2694547

Item 2 Policy Period, From: 05/01/2025 To: 05/01/2026
12:01 AM Standard Time at your mailing address.

Item 3 A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 each employee
Bodily Injury by Disease \$1,000,000 policy limit

C. Other States Insurance: Part three of the policy applies per the Terms of the Limited Other States Insurance Endorsement (WC 99 06 71).

D. This policy includes these endorsements and schedules:
See Extension of Information Pages.

Item 1

Cupertino Historical Society, INC.
10185 North Stelling Road
Cupertino, CA 95014

See item 4, below, for other workplaces not shown above.
The premium for this policy will be determined by our manual of rules, classifications, rates, and rating plans. All information required below is subject to verification and change by audit

Item 4
Classification of Operations

PREMIUM BASIS
Estimated Total
Annual Remuneration
RATES
Rate per
\$100
of Payroll
ESTIMATED
ANNUAL
PREMIUM

05/01/2025 - 05/01/2026				
California				
Location Number: 1				
10185 North Stelling Road, Cupertino, CA, 95014				
State Act	8838	Museums	\$66,000.00	1.200000
		Manual Premium		\$792
	9887	Scheduled Rating Factor State Act	\$792.00	-0.500000
	0900	Expense constant	\$1	200.000000
	9740	Terrorism	\$66,000	0.030000
	9741	Catastrophe (other than Certified Acts of Terrorism)	\$66,000	0.010000
	9902	WC Fraud Account Assessment	\$423	0.004096
	9906	Occupational Safety and Health Fund Assessment	\$423	0.001885

THIS IS NOT A BILLING

If indicated, interim adjustments of premium shall be made:	Annual Plan	Minimum Premium: \$500	First Payment Premium: \$644.00	Total Estimated Annual Premium: \$644
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Endorsement Numbers: Refer to Endorsement WC 99 06 60

NCCI Risk ID:
WCIRB Risk ID:
MWCIA Risk ID:

Unemployment ID:

Countersigned: April 25 20 25

Max E. Schmutter

PRESIDENT / AUTHORIZED REPRESENTATIVE

INFORMATION PAGE

DOC TYPE: INFPG

Carrier Code 22931
Pacific Compensation Insurance Company
3030 N. 3rd Street | Phoenix, Arizona 85012-3039 | 800-231-1363

Prior Policy No:
Policy No: WC1050290

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Type of Ownership: Corporation - Private
Tax Identification No: 94-2694547

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12:01 AM Standard Time at your mailing address.

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The limits of our liability under Part Two are:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 each employee
Bodily Injury by Disease \$1,000,000 policy limit

C. Other States Insurance: Part three of the policy applies per the Terms of the Limited Other States Insurance Endorsement (WC 99 06 71).

D. This policy includes these endorsements and schedules:
See Extension of Information Pages.

Item 1

Cupertino Historical Society, INC.
10185 North Stelling Road
Cupertino, CA 95014

See item 4, below, for other workplaces not shown above.
The premium for this policy will be determined by our manual of rules, classifications, rates, and rating plans. All information required below is subject to verification and change by audit

Item 4 Classification of Operations		PREMIUM BASIS Estimated Total Annual Remuneration	RATES Rate per \$100 of Payroll	ESTIMATED ANNUAL PREMIUM
9903	WC Administration Revolving Fund Assessment	\$423	0.012370	\$5
9905	Subsequent Injuries Benefits Trust Fund Assessment	\$423	0.030148	\$13
	California Total Premium			\$644
	Surcharges			\$21
	Total policy premium			\$623
THIS IS NOT A BILLING				
If indicated, interim adjustments of premium shall be made:	Annual Plan	Minimum Premium: \$500	First Payment Premium: \$644.00	Total Estimated Annual Premium:\$644
Endorsement Numbers: Refer to Endorsement WC 99 06 60				

NCCI Risk ID:
WCIRB Risk ID:
MWCIA Risk ID:

Unemployment ID:

Countersigned: April 25 20 25

Max E. Schmidt

PRESIDENT / AUTHORIZED REPRESENTATIVE

Grant Funding and License Agreement at Quinlan Community Center

Final Audit Report

2025-07-03

Created:	2025-06-27
By:	Webmaster Admin (webmaster@cupertino.org)
Status:	Signed
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"Grant Funding and License Agreement at Quinlan Community Center" History

-  Document created by Webmaster Admin (webmaster@cupertino.org)
2025-06-27 - 11:40:46 PM GMT- IP address: 35.229.54.2
-  Document emailed to Araceli Alejandre (aracelia@cupertino.org) for approval
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Approval Date: 2025-06-27 - 11:47:50 PM GMT - Time Source: server- IP address: 71.202.76.156
-  Document emailed to Manuel Valerio (mvaleriopr2020@gmail.com) for signature
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-  Email viewed by Manuel Valerio (mvaleriopr2020@gmail.com)
2025-06-28 - 2:19:16 AM GMT- IP address: 66.249.88.167
-  Document e-signed by Manuel Valerio (mvaleriopr2020@gmail.com)
Signature Date: 2025-06-28 - 2:30:15 AM GMT - Time Source: server- IP address: 104.50.3.223
-  Document emailed to Michael Woo (michaelw@cupertino.org) for signature
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-  Email viewed by Michael Woo (michaelw@cupertino.org)
2025-06-28 - 2:30:29 AM GMT- IP address: 44.205.17.17
-  Document e-signed by Michael Woo (michaelw@cupertino.org)
Signature Date: 2025-06-28 - 5:12:32 PM GMT - Time Source: server- IP address: 73.170.186.236

 Document emailed to Tina Kapoor (tinak@cupertino.org) for signature

2025-06-28 - 5:12:35 PM GMT

 Email viewed by Tina Kapoor (tinak@cupertino.org)

2025-06-28 - 5:12:42 PM GMT- IP address: 100.25.180.97

 Document e-signed by Tina Kapoor (tinak@cupertino.org)

Signature Date: 2025-07-03 - 4:16:30 PM GMT - Time Source: server- IP address: 64.165.34.3

 Document emailed to Kirsten Squarcia (kirstens@cupertino.org) for signature

2025-07-03 - 4:16:33 PM GMT

 Email viewed by Kirsten Squarcia (kirstens@cupertino.org)

2025-07-03 - 4:16:50 PM GMT- IP address: 3.94.112.120

 Document e-signed by Kirsten Squarcia (kirstens@cupertino.org)

Signature Date: 2025-07-03 - 4:37:53 PM GMT - Time Source: server- IP address: 64.165.34.3

 Agreement completed.

2025-07-03 - 4:37:53 PM GMT

**SECOND AMENDMENT TO THE GRANT FUNDING AND
LICENSE AGREEMENT BETWEEN THE CITY OF CUPERTINO
AND THE CUPERTINO HISTORICAL SOCIETY**

This Second Amendment to the Grant Funding and License Agreement between the City of Cupertino, a municipal corporation (hereinafter "City") and the Cupertino Historical Society, a Non-Profit public benefit corporation ("Historical Society" or "Grantee") and is made with reference to the following:

RECITALS:

- A. The City and Grantee entered into the Agreement ("Original Agreement") for the City to provide grant funding to the Historical Society and to allow the Historical Society to make use of the portion of the Quinlan Community Center ("Quinlan Center" or "Property"), with a street address of 10185 North Stelling Rd, Cupertino, CA 95014.
- B. On July 3, 2025, City and Grantee agreed to the First Amendment to continue to provide grant funding to the Grantee and allow the Grantee to make use of the portion of the Property.
- C. The Original Agreement and First Amendment are collectively referred to as the "Agreement" unless otherwise indicated.
- D. City and Grantee desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Pursuant to Section 2 of the Agreement, the City exercises its right to extend the term of this Agreement through June 30, 2027 ("Extended Term").
- 2. Section 8 of the Agreement is modified as follows, under the Contractor Project Manager paragraph:
Contract Project Manager. Subject to City approval, Grantee assigns Bruce Parsons 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.
- 3. Section 9 of the agreement is modified as follows, under the To Grantee section:
To Grantee:
Cupertino Historical Society
10185 N Stelling Road
Cupertino, CA 95014
Attention: Bruce Parsons
Email: bparsonsvp@aol.com
- 4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

By 
Title City Manager
Date Jun 30, 2026

CUPERTINO HISTORICAL SOCIETY

By Bruce Parsons
Title Treasurer
Date Jun 25, 2026

APPROVED AS TO FORM

Michael K Woo
Senior Assistant City Attorney

ATTEST:

Lauren Sapudar
City Clerk

Date Jul 1, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trucordia Insurance Services, LLC Trucordia Ins SVS, LLC DBA: 21300 Victory Blvd, Suite 700 Woodland Hills CA 91367	CONTACT NAME: Amy Gurlekian PHONE (A/C, No, Ext): (818) 703-8057 E-MAIL ADDRESS: Amy.Gurlekian@trucordia.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California, Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cupertino Historical Society, Inc. 7954 Sunderland Dr. Cupertino CA 95014	NAIC #

COVERAGES**CERTIFICATE NUMBER:** CL2632596519**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	01CP00177030120	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cupertino, its City Council, officers, officials, employees, agents, servants, and volunteers are listed as additional insured on a primary and non-contributory basis with respects to the above-mentioned policies. Waiver of Subrogation applies.

30 Day Notice of Cancellation

Policy applies per location

CERTIFICATE HOLDER**CANCELLATION**The City of Cupertino
10185 N. Stelling Rd

Cupertino,

CA 95014

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend.

A. SECTION II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. SECTION III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

DECLARATIONS PAGE

PAGE 1 OF 2

NAMED INSURED
AT2 001457 0058
PARSONS, BRUCE & PATRICIA
7644 NORMANDY WAY
CUPERTINO CA 95014-5253

05-23C1-3 A A

POLICY NUMBER 274 3262-B06-05B

POLICY PERIOD DEC 29 2025 to AUG 06 2026
12:01 A.M. Standard Time

AGENT

STEFELY INS AND FIN SVCS INC
20395 PACIFICA DR STE 108
CUPERTINO, CA 95014-3016

PHONE: (408)255-3212

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2011	FORD	ESCAPE	SPORT WG	1FMCU0EG7BKB27158	203HCV1L

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage	\$261.99
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$250,000 \$500,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
C	Medical Payments Coverage	\$46.33
	Limit - Each Person	
	\$100,000	
D	Comprehensive Coverage - \$100 Deductible	\$43.97
G	Collision Coverage - \$1,000 Deductible	\$129.63
U	Uninsured Motor Vehicle Coverage	\$52.41
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$100,000 \$300,000	
U1	Uninsured Motor Vehicle Property Damage Coverage	\$6.57
Total premium for DEC 29 2025 to AUG 06 2026.		\$540.90 This is not a bill.

IMPORTANT MESSAGES

IMPORTANT NOTICE

For your protection California law requires the following to appear with this policy: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Replaced policy number 2743262-05A:

Notice of insurance information collection practices - personal, family, or household insurance transactions:

We may collect customer information from persons other than the individual or individuals applying for coverage. Such customer information as well as other personal or privileged information subsequently collected may, in certain circumstances, be disclosed to third parties without your authorization as permitted by law.

You have the right to submit a written request to access, correct, amend, or delete your personal information and the right to receive a response within 30 days of submitting your request. If we deny your request, you have the right to file a statement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Glow Insurance Services 548 Market St. San Francisco, CA, 94104-5401	CONTACT NAME: Samad Wahedi PHONE (A/C, No, Ext): (844) 500-4569 FAX (A/C, No): E-MAIL ADDRESS: ops@glow.co INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Compensation Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cupertino Historical Society, INC. 10185 North Stelling Road Cupertino, CA, 95014	NAIC # 11555

COVERAGES

CERTIFICATE NUMBER: WC1050290-16713

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A N	WC1050290	05/01/2025	05/01/2026	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

30 days' Notice of Cancellation endorsement on the workers' comp policy applies in favor of the cert holder.

Specific waiver added in favor of

"City of Cupertino 10300 Torre Avenue Cupertino, CA 95014"

CERTIFICATE HOLDER

City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

COPPERPOINT • ALASKA NATIONAL

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

SCHEDULE

Person or Organization

Job Description

City of Cupertino 10300 Torre Avenue Cupertino, CA 95014

City requirement

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. The information below is required only when this endorsement is issued subsequent to commencement of the policy.

Endorsement Effective 05/01/2026 Policy No. WC1050290
Insured Cupertino Historical Society, INC.

Endorsement No.
Premium \$ 100.00

Insurance Company Pacific Compensation Insurance Company

Countersigned by

Authorized Representative

WC 99 06 69
(Ed. 05-2023)



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

It is agreed that with respect to Part Six-Conditions "D. Cancellation, Item 2" of the policy is amended to provide that the company shall give, thirty (30) day Notice of Cancellation to the insured and the entity listed below requiring an additional number of days' notice in lieu of the (10) days as provided.

No other portion of Part Six-Conditions "D. Cancellation, Item 2" is changed or amended by this endorsement.

This does not apply to non-payment of premium and/or non-reporting of payroll.

Entity: City of Cupertino

Mailing Address: 10300 Torre Avenue
Cupertino, CA 95014

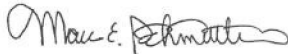


This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. The information below is required only when this endorsement is issued subsequent to commencement of the policy.

Endorsement Effective 05/01/2026 Policy No. WC1050290
Insured Cupertino Historical Society, INC.

Endorsement No.
Premium \$

Insurance Company Pacific Compensation Insurance Company

Countersigned by 
Authorized Representative

WC 00 99 06 29
(Ed. 07-2022)

Grant Funding and License Agreement at Quinlan Community Center

Final Audit Report

2026-07-01

Created:	2026-06-24
By:	Webmaster Admin (webmaster@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj9WoP4ox3TALKOSfWIWz_6j9st4-D4C0

"Grant Funding and License Agreement at Quinlan Community Center" History

-  Document created by Webmaster Admin (webmaster@cupertino.org)
2026-06-24 - 9:45:57 PM GMT- IP address: 35.229.54.2
-  Document emailed to aracelia@cupertino.org for approval
2026-06-24 - 9:50:23 PM GMT
-  Email viewed by aracelia@cupertino.org
2026-06-24 - 9:50:31 PM GMT- IP address: 54.237.67.162
-  Signer aracelia@cupertino.org entered name at signing as Araceli Alejandre
2026-06-24 - 10:15:34 PM GMT- IP address: 64.165.34.3
-  Document approved by Araceli Alejandre (aracelia@cupertino.org)
Approval Date: 2026-06-24 - 10:15:36 PM GMT - Time Source: server- IP address: 64.165.34.3
-  Document emailed to bparsonsvp@aol.com for signature
2026-06-24 - 10:15:38 PM GMT
-  Email viewed by bparsonsvp@aol.com
2026-06-25 - 0:09:21 AM GMT- IP address: 69.147.90.190
-  Signer bparsonsvp@aol.com entered name at signing as Bruce Parsons
2026-06-25 - 6:49:26 PM GMT- IP address: 98.47.111.197
-  Document e-signed by Bruce Parsons (bparsonsvp@aol.com)
Signature Date: 2026-06-25 - 6:49:28 PM GMT - Time Source: server- IP address: 98.47.111.197 - Signature Appearance Selected: TYPE
-  Document emailed to michaelw@cupertino.org for signature
2026-06-25 - 6:49:30 PM GMT

-  Email viewed by michaelw@cupertino.org
2026-06-25 - 6:49:37 PM GMT- IP address: 3.87.55.201
-  Email viewed by michaelw@cupertino.org
2026-06-30 - 9:18:52 PM GMT- IP address: 52.200.67.172
-  Signer michaelw@cupertino.org entered name at signing as Michael K Woo
2026-07-01 - 3:08:00 AM GMT- IP address: 73.15.27.240
-  Document e-signed by Michael K Woo (michaelw@cupertino.org)
Signature Date: 2026-07-01 - 3:08:02 AM GMT - Time Source: server- IP address: 73.15.27.240 - Signature Appearance Selected: TYPE
-  Document emailed to tinak@cupertino.org for signature
2026-07-01 - 3:08:04 AM GMT
-  Email viewed by tinak@cupertino.org
2026-07-01 - 3:08:12 AM GMT- IP address: 35.170.187.128
-  Signer tinak@cupertino.org entered name at signing as Tina Kapoor
2026-07-01 - 3:08:56 AM GMT- IP address: 71.198.255.72
-  Document e-signed by Tina Kapoor (tinak@cupertino.org)
Signature Date: 2026-07-01 - 3:08:58 AM GMT - Time Source: server- IP address: 71.198.255.72 - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to laurens@cupertino.org for signature
2026-07-01 - 3:09:01 AM GMT
-  Email viewed by laurens@cupertino.org
2026-07-01 - 3:09:13 AM GMT- IP address: 35.170.187.128
-  Signer laurens@cupertino.org entered name at signing as Lauren Sapudar
2026-07-01 - 8:44:18 PM GMT- IP address: 69.149.42.28
-  Document e-signed by Lauren Sapudar (laurens@cupertino.org)
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