

AGREEMENT FOR PUBLIC ACCESS FUNDING, CABLECASTING, AND LIVESTREAMING SERVICES

THIS AGREEMENT is made and entered into on July 1, 2025, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Los Gatos Public Media, inc., a California Nonprofit Corporation that operates KCAT-TV ("KCAT"), whose address is 20 High School Court, Los Gatos, CA 95030. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 KCAT is a non-profit public access television station that serves the community of Los Gatos and Monte Sereno. KCAT can be viewed via Comcast Channel 15 by roughly 10,000 cable households in Los Gatos and Monte Sereno.
- 1.2 The Town has always supported public access television within its jurisdictional limits and seeks, in this Agreement to provide a more stable funding source to support public, educational, and governmental cablecasting.
- 1.3 The Agreement will serve as a contract with the Town to pay for KCAT services rendered to cablecast and livestream Town Brown Act meetings.
- 1.4 The parties to this Agreement replace and supersede all previous agreements between the parties related to public access television.

II. REPRESENTATIONS AND WARRANTIES OF KCAT

- 2.1 KCAT Status. KCAT shall be an independent contractor and not an agent or employee of the Town. KCAT shall be duly organized, validly existing and in good standing under the laws of the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.
- 2.2 KCAT Authorization. KCAT has the authority to enter into and perform its obligations under this Agreement. The Board of Directors and KCAT (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of KCAT have the authority to do so.
- 2.3 Equal Employment Opportunity. KCAT warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal opportunity employment. KCAT shall not discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

- 2.4 Compliance with Laws and Regulations. KCAT shall comply with all existing and future Town, County, State, and Federal Laws, including all environmental laws.
- 2.5 Permits and Licenses. KCAT shall procure and maintain in force and effect all necessary governmental permits and licenses and give all notices necessary to the due and lawful performance of the work contemplated herein. KCAT shall pay the currently approved amount for an annual business license to operate in the Town as delineated in the Town code.

III. TERM OF AGREEMENT

- 3.1 Term of Agreement. The effective date of this Agreement shall be July 1, 2025. The term of this agreement shall be for a period of five years, commencing on July 1, 2025 and expiring at midnight on June 30, 2030.

IV. SCOPE OF AGREEMENT

- 4.1 Scope of Agreement. The Agreement granted to KCAT shall be for the video production of sixty (60) Regular Town Brown Act meetings per year. Production includes cablecast and live streaming services from the Town Council Chambers of, at a minimum:
- Town Council meetings, generally scheduled on the first and third Tuesday of each month,
 - Planning Commission meetings, generally scheduled on the second and fourth Wednesdays of each month, and
 - Pension and OPEB Trusts Oversight Committee meetings as scheduled.

Additional meetings may include special meetings, study sessions, and regular or continued meetings. The Town Manager or their designee shall have the authority to designate a Special Town Brown Act meeting or any other Committee/Board meeting in place of a regular Town Brown Act meeting.

- 4.2 Administration of Agreement. The Town Manager, and/or their designee, shall administer this Agreement and supervise KCAT compliance with the Agreement terms and conditions.
- 4.3 Ownership of Video Recorded Town Brown Act Meetings, Town-branded YouTube Channel, and Council Chambers Equipment. All Town Brown Act meetings video recorded and live streamed by KCAT pursuant to this Agreement shall be property of the Town.

The Town-branded YouTube channel referenced in this Agreement shall be property of the Town. Town staff shall be provided access and shall maintain access to the Town-branded YouTube channel in perpetuity.

All equipment located in the Council Chambers/lobby used to video record, cablecast, and livestream Town meetings pursuant to this Agreement shall remain on Town property for the Town's public broadcasting use.

V. DIRECT SERVICES

- 5.1 General. The video production work to be done by KCAT pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required, except as provided elsewhere in this Agreement. KCAT shall, at all times during the term of this Agreement, provide quality, efficient, technical and professional service to the reasonable satisfaction of Town and shall perform all work required under this Agreement.
- 5.2 Video Production Schedules. Town shall provide a list of all anticipated regular Town Brown Act meetings, including the dates, times and locations for each meeting. KCAT shall establish schedules for video production of meetings, including set up and take down, and shall notify the Town of said schedules.
- 5.3 Operations and Equipment. KCAT shall be responsible for the management and operation of the video production services provided pursuant to this Agreement, including but not limited to training and meeting-to-meeting supervision of operations. KCAT will provide appropriate technical staff, temporary operators, and an in-chamber assistant trained in the specific aspects of meeting coverage and use of the audio and video systems. Technical staff, temporary operators, and the in-chamber assistant will demonstrate proficiency with all relevant broadcasting equipment.

KCAT will arrange for two (2) alternates to act as temporary operators, if KCAT cannot provide agreed upon services due to illness, emergency, or other reasonable circumstances. The two (2) alternates shall be mutually agreed upon by the KCAT and the Town. Alternates shall be both technically trained and competent to operate the Town's video production equipment. In KCAT's presence, alternates shall work a minimum of one (1) Council Meeting per year, not to exceed six (6) hours per year, per alternate, as training on the Town's video production equipment.

As additional backup, KCAT will provide both in-person training and written standard operating procedures to Town staff regarding how to use all relevant equipment.

The Town shall provide all equipment necessary at Council Chambers to record Brown Act meetings under this Agreement. KCAT will provide technical consultation for the repair, modification, and upgrade of the Town-owned video production equipment. KCAT shall provide all routine maintenance, repair, and replacement of all cablecasting equipment at the level necessary to permit the equipment to achieve its useful life. This maintenance does not include maintenance of the external cable link between Town Hall and KCAT. Said equipment shall be operated in a safe manner consistent with reasonable industry

standards. KCAT will provide initial system checks, 60 (sixty) minutes prior to scheduled meetings to ensure that the video and sound production equipment is performing per specifications.

KCAT and Town staff will work together to maintain an Equipment Inventory List and Maintenance and Replacement Plan for all equipment on the list. KCAT and Town staff will work together to update the Equipment Inventory List and Maintenance and Replacement Plan on an annual basis by March 1 of every year.

KCAT and Town staff will work together to determine which new and/or replacement equipment to purchase. All purchases of equipment covered in this Agreement made by KCAT must be approved in writing by the Town prior to the purchase being made. In the event an emergency purchase is needed, KCAT may proceed with the purchase and seek approval from the Town after the fact. Purchases under \$50 are exempt from requiring Town approval.

KCAT shall not use the Town's video broadcasting equipment for any other purpose other than this Agreement, unless written consent is given by the Town. Cablecasting and broadcasting equipment shall be operated at all times by the technical and temporary staff covered in this Agreement.

KCAT will provide gavel to gavel meeting coverage and is responsible for securing the video production equipment room after cablecasting, tape duplication, or other activities.

- 5.4 Livestreaming. KCAT's livestreaming services include streaming the live video to the Town of Los Gatos branded YouTube page and video conferencing platform during the meeting, archiving the meeting recordings on the YouTube channel for viewing later, on-call engineering services to support technical issues, YouTube channel organization and management, and providing an mpg4 file to Town staff the day after the meeting occurs.

VI. OTHER SERVICES

- 6.1 Playback. KCAT will air previously recorded meetings covered by this agreement on its Community Access Channel (Channel 15/ KCAT) based on its program/schedule availability.
- 6.2 Special Events. KCAT will work cooperatively with Town staff regarding the live cablecast of any additional special events at a mutually agreed upon price, date, and time.
- 6.3 Liaison with Town. KCAT shall maintain an on-going liaison with the Town regarding all video production and insertion point activities, and any matters relating to the performance of this Agreement, including complaints.

- 6.4 Records. KCAT shall maintain a general ledger and detailed books of account showing the receipt and expenditure of all funds received from Town for not less than five (5) years following completion of the work, the receipt of funds and the expenditure of funds under this Agreement. KCAT shall make these records available to authorized personnel of the Town, an independent auditor, or other authorized party at KCAT's offices during business hours upon written request.

If an audit conducted by the Town demonstrates inappropriate expenditures of public funds by KCAT, including PEG funds, KCAT shall reimburse said expenditures and restore the funding as may be required. If any audit by Town discloses a discrepancy in allowed expenditures of more than five percent (5%) in any one year, KCAT shall reimburse Town for the cost of the audit, including any staff time contributed to the securing or management of the audit and/or the required follow-up actions.

KCAT shall maintain detailed records and books of account showing the receipt of and expenditure of all PEG Funding and Grant Funding received from Town. KCAT acknowledges that PEG funding is strictly limited to certain expenditures for capital costs, equipment, and facilities.

On or before March 1st of each year, beginning with March 1, 2026, KCAT shall submit to the Town the signed affidavit in **Exhibit A** to this Agreement confirming that all Public, Educational, and Governmental (PEG) Funds received from the Town were used in compliance with all applicable laws and regulations as they may be amended from time to time.

- 6.5 Adjustments to Level of Video Production Services. The Town has the right to request additional video production services. Compensation for any additional video production service shall be pursuant to Article 7.1. Similarly, the Town has the right to reduce video production services in the event of budgetary reductions. Any reduction in compensation paid by the Town would be negotiated and agreed upon by both parties.

VII. KCAT'S COMPENSATION

- 7.1 Compensation. The Town shall compensate KCAT in the amount of **\$63,000 per year** or \$5,250 per month for sixty (60) regular Town Brown Act meetings. This price includes cablecasting services and live streaming services. This price includes set-up, testing, meeting time, transfer time, upload time, data storage fees, television programming, and site management. No overtime will be applicable. The Town Manager, or their designee, shall have the authority to designate a Special Town Brown Act meeting in place of a Regular Town Brown Act meeting.

The Town shall compensate KCAT for meetings exceeding the regular 60 Town Brown Act meetings or Special Meetings designated by the Town Manager at **\$1,000 per meeting**. This price includes \$800 for cablecasting services and \$200 for livestreaming services. Any

such meeting above 60 shall be approved in writing by the Town Manager or their designee.

The Town will provide written notice to KCAT for additional meetings or cancellations as far in advance as is possible under the circumstances. The Town shall compensate KCAT a \$235 flat fee for the cancelation of any meeting other than the 60 meetings.

KCAT will provide to the Town at no cost, a copy of each recording of all meetings covered by this Agreement in a format approved by the Town. Recordings of meetings shall be provided to the Town for its records.

At the Town's written request, KCAT will transfer any specified archived meeting recordings to the Town-branded YouTube channel for a fee of \$20 per meeting transfer/upload.

- 7.2 Public, Educational, and Governmental (PEG) Funds. Town agrees to pay forward to KCAT any PEG funds within fifteen (15) days of receipt by Town. Said funds are to be used for public access television services in Town, provided the expenditure of PEG funds so received shall be made in strict compliance with the law relative to PEG funding, as it may be amended from time to time. Notwithstanding the obligation to pay forward PEG funds to KCAT, the Town shall at all times retain a PEG funds balance received by Town in the amount of \$50,000 and said funds shall be placed in an equipment reserve account. These funds will be made available, as approved by the Town, for major maintenance, replacement or upgrading of the cablecast and related technology resources in the Town Council chambers. When money in the equipment reserve account is spent, it will be replenished by the Town depositing 10% of the PEG funding received until the \$50,000 is reached.

Notwithstanding the obligation to pay forward PEG funds to KCAT, if additional funding related to equipment is required on an urgent or emergency basis, the Town will retain sufficient PEG funds to cover the purchase(s).

- 7.3 Invoices. KCAT shall submit to the Town by the 15th of each month an invoice for the services provided during the previous month. Said invoice shall indicate at a minimum the work performed during the month and the monthly fee. Recorded meetings for the month invoiced shall be submitted to the Town prior to payment of the invoice. All invoices and statements to the Town shall be addressed as follows (email is the preferable method of delivery):

Invoices:
By email to: AP@losgatosca.gov or
Attn: Accounts Payable
P.O. Box 655

Town of Los Gatos

- 7.4 Payments. The Town shall pay monthly within twenty (20) days after receipt of a complete and accurate invoice and submission of the recorded copies for Town meetings. An invoice will not be considered complete if services on the invoice have not yet been rendered.

The Town reserves the right to withhold payment either wholly or partially if said electronically recorded audio/visual meeting content is not provided or if KCAT fails to provide on a consistent basis sufficient qualified personnel for video production activities.

VIII. INDEMNIFICATION AND INSURANCE

- 8.1 Indemnification. KCAT shall indemnify the Town its elected and appointed officials, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by any act or omissions of KCAT, or any of KCAT's officers, employees, or agents or any subconsultant. KCAT shall defend the Town against any such claims.
- 8.2 Minimum Scope of Insurance.
- i. KCAT agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. KCAT agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - iii. KCAT shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. KCAT agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
 - iv. KCAT agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure KCAT for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the KCAT; products and completed operations of KCAT, premises owned or used by the KCAT. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. KCAT's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the KCAT's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. KCAT's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

8.3 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

8.4 Workers' Compensation. In addition to these policies, KCAT shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, KCAT shall ensure that all subcontractors employed by KCAT provide the required Workers' Compensation insurance for their respective employees.

IX. DEFAULTS AND REMEDIES

9.1 Events of Default. All provisions of this Agreement to be performed by KCAT are considered material. Each of the following shall constitute an event of default.

- A. **Fraud or Deceit.** If KCAT practices, or attempts to practice, any fraud or deceit upon the Town.
- B. **Insolvency or Bankruptcy.** If KCAT shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against KCAT, or if KCAT shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of KCAT shall be

appointed in any suit or proceeding brought by or against KCAT, or if KCAT shall make an assignment for the benefit of creditors, then and in each and every such case, TOWN may at its sole discretion immediately terminate this Agreement upon written notice to KCAT and without the necessity of suit or other proceeding and avail itself of any of the various remedies set forth in Article 9.10 herein below or any other remedies provided by law. KCAT shall provide written notice to Town in a timely manner in the event KCAT files for bankruptcy or takes any other action as protection from creditors during the term of this Agreement.

- C. **Failure to Maintain Coverage.** If KCAT fails to provide or maintain in full force and effect the insurance or performance surety requirements pursuant to Article 8.
- D. **Failure to Perform.** If KCAT ceases to provide video production services as required under this Agreement for a period of two (2) meetings, for any reason within the control of KCAT.
- E. **Failure to Provide Recorded Meetings/Records/Access/Training.** If KCAT fails to provide the required number of copies for each Town meeting recorded under this agreement and/or refuses to provide the Town with required information and/or refuses to provide ongoing access to the Town-branded YouTube channel and/or refuses to provide both in-person training and written standard operating procedures for all relevant equipment as provided for in the Agreement.
- F. **Acts or Omissions.** Any other act or omission by KCAT which violates the terms, conditions, or requirements of this Agreement as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of violation or, if KCAT cannot reasonably correct or remedy the breach within the time set forth in such notice, if KCAT should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- G. **False or Misleading Statements.** Any representation or disclosure made to the Town by KCAT in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proved to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

- 9.2 **Breach and Termination.** All terms and conditions of this Agreement are material and binding, and failure by KCAT to perform any portion of the work described herein or any related covenants or agreements shall be considered a breach of this Agreement. In the event this Agreement is breached in any manner, Town may at its sole option terminate this Agreement no less than twenty (20) days after written notice is given to KCAT setting forth the breach and KCAT fails, neglects, or refuses to remedy said breach. KCAT shall thereafter have no further rights, powers, or privileges against Town under or arising out of this Agreement. In the event a breach does not result in termination, but does result in costs being incurred by Town, said costs shall be deducted from any amounts due or to become due to KCAT.

In addition to all other remedies and damages provided by law in the event of a breach of this Agreement, Town may, at its sole discretion, assess the actual damage caused by the breach as the remedy and obtain said remedy through set-off against KCAT's invoice or by any other appropriate procedure, including but not limited to wholly or partially withholding payment of any amounts billed to Town by KCAT. Town may also provide, directly or through a contract, the services required under this Agreement and deduct actual costs to Town from any amounts due or to become due to KCAT, including but not limited to start-up costs, labor, material, and equipment. The provisions of this Article shall not be exclusive but shall be cumulative and in addition to any other remedies provided herein or pursuant to law.

- 9.3 Early Termination. The Town may terminate this agreement at any time upon six months written notice to KCAT.
- 9.4 Obligations Upon Termination. In the event Town terminates this Agreement as provided herein, KCAT shall meet all terms and conditions of this Agreement through the effective date of said termination. In the event there is a transition to a different cablecasting or livestreaming Contractor or to Town staff, KCAT shall cooperate with Town staff and/or any successor Contractor the Town may select to provide the services required herein. In the event KCAT fails to comply with the conditions of this paragraph, Town may withhold any compensation due KCAT until KCAT complies.

X. GENERAL PROVISIONS

- 10.1 Relationship of Parties. KCAT shall be an independent contractor and not an agent or employee of the Town. KCAT shall not represent that KCAT is an agent or employee of Town. KCAT shall not give any person any reason to believe KCAT is an agent or employee of Town. No act of KCAT shall bind or obligate Town.

KCAT assumes full and sole responsibility for the payment of all compensation and all other expenses related to KCAT's personnel, including but not limited to State and Federal income taxes, Social Security contributions, workers compensation, and disability and unemployment insurance contributions. KCAT shall be responsible for the payment of all required State and Federal taxes. KCAT agrees Town shall not be requested or obligated to withhold from payments to KCAT Social Security contributions or State and Federal income taxes.

KCAT and KCAT's employees shall not be entitled to any employment benefits provided by the Town to Town employees. In the event KCAT provides similar benefits to KCAT's employees, KCAT shall be fully responsible for purchasing said benefits separately and independently of the relationship established between Town and KCAT under this Agreement.

- 10.2 No Self Dealing. Due in-part to the public funding provided in this Agreement, no KCAT Board Member may be financially interested in any contract, expenditure, purchase, or grant made by KCAT. KCAT employees are likewise excluded from any financial interest in any contract, expenditure, purchase, or grant by or from KCAT. For the purpose of this section, financial interest shall be determined pursuant to Government Code 1090, *et. seq.*
- 10.3 Project Manager. The Project Manager for KCAT for the work under this Agreement shall be Melissa Toren, KCAT-TV Executive Director, or an appropriate KCAT-TV Board designee. Town shall designate a Town staff member to serve as a liaison to the Board and who will serve as an ex-officio board member. The ex-officio board member shall be entitled to, but not required to attend all meetings of the Board and be permitted to participate in all discussions, but not vote. The ex-officio member shall receive advance written notice of all meetings of the board.
- 10.4 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to KCAT. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 10.5 Transition to Next Contractor and/or Town staff. If the transition of services to another Contractor and/or Town staff occurs through expiration of term, default and termination, or otherwise, KCAT will cooperate with the Town and any subsequent Contractor(s) and/or Town staff to assist in an orderly transition.
- 10.6 Reservation of Rights. It is hereby expressly agreed by and between the parties hereto that Town shall have, and there is hereby reserved unto Town and to its officers and officials, all rights, powers, and privileges which might be expressly set out in this Agreement in favor of Town and its officers. The express mention of certain rights, powers, and privileges in favor of Town is not intended to and shall not be deemed or construed to exclude any other right, power, or privilege in favor of Town that might be expressly reserved herein.
- 10.7 Non-Waiver. No acquiescence, failure, or neglect of either party to insist upon strict performance of any or all of the provisions of this Agreement shall be construed to constitute a waiver of any term, condition, or provision of this Agreement nor of any performance required hereunder, nor of any remedy, damages, or other liability arising as a result of any failure of performance, neglect, or inability to perform at any time.
- 10.8 Severability. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 10.9 Survival. Upon the expiration or termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date

of such expiration or termination, except that any expiration or termination of this Agreement shall not relieve KCAT of KCAT's obligations under Articles 8.1 and 4.3, nor shall any such expiration or termination relieve KCAT from any liability arising from any breach of this Agreement.

- 10.10 Waiver of Performance. The parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing their respective responsibilities by an act of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the state or federal government, when satisfactory evidence therefore is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 10.11 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 10.12 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 10.13 Entire Agreement and Notice. This Agreement, together with the Exhibits attached hereto and incorporated herein by reference, contains the full, complete, and entire agreement between the parties and replaces and supersedes all previous agreements, understandings, and arrangements between the parties with respect to the subject matter hereto. This Agreement may not be modified except by written agreement expressly authorized by the Town and as mutually agreed by the parties. All notices hereunder and communications with respect to this Agreement shall be in writing and shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid as follows:

To Town:
Town of Los Gatos
Town Manager
110 E. Main Street
Los Gatos, CA 95030

To KCAT:
KCAT-TV Station Manager
20 High School Court
Los Gatos, CA 95030

or personally delivered to KCAT to such address or such other address as KCAT designates in writing to Town.

IN WITNESS WHEREOF, the Town and KCAT have executed this Agreement.

Town of Los Gatos by:

KCAT, by:

Chris Constantin, Town Manager

Printed Name and Title

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk