

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE TOWN OF LOS GATOS AND THE CITY OF SARATOGA**

This Agreement for Law Enforcement Services ("Agreement") is entered into by and between the **TOWN OF LOS GATOS** ("Town" or "Los Gatos") and the **CITY OF SARATOGA** ("City" or "Saratoga"), collectively the "Parties," each a municipal corporation and general law city located in Santa Clara County, California. This Agreement becomes effective upon approval by the governing body of each Party and execution by both Parties. Law enforcement services under this Agreement shall commence October 1, 2027, and the initial service Term shall continue through June 30, 2037, unless sooner terminated in accordance with this Agreement. The Agreement may be extended for one (1) additional five (5) year term as provided in Section 16.5.

WHEREAS, Los Gatos maintains and operates the Los Gatos-Monte Sereno Police Department (the "Department"), and Saratoga does not maintain its own municipal police department;

WHEREAS, Saratoga has historically obtained law enforcement services through a contractual arrangement with the County of Santa Clara, under which Saratoga's annual cost for such services was approximately \$9 million in fiscal year 2025-26 and \$10.6 million in fiscal year 2026-27;

WHEREAS, the Parties acknowledge that both Los Gatos and Saratoga, like many California municipalities, face real and continuing challenges in maintaining current levels of law enforcement service in light of rising service delivery costs, unfunded state and federal mandates, compensation and benefit pressures, and increasing technology and compliance requirements, all of which place increasing strain on each city's ability to maintain fiscal sustainability and deliver other essential municipal services;

WHEREAS, the Parties share a mutual interest in working together to maintain the highest level of law enforcement service achievable at the lowest sustainable cost, recognizing that an integrated regional service model can achieve operational efficiencies and reduce duplication that neither Party could achieve alone;

WHEREAS, Saratoga desires predictability in its long-term law enforcement service costs, including stability in annual rate adjustments and protection against unanticipated balloon cost increases, in order to support sound multi-year fiscal planning and the continued delivery of municipal services to Saratoga residents;

WHEREAS, Los Gatos, as the provider of services under this Agreement, has a corresponding interest in avoiding circumstances under which it would be placed in a position to incur material uncovered costs in serving another jurisdiction, recognizing that such uncovered costs could adversely affect the Department's ability to serve the residents of Los Gatos, Saratoga, and Monte Sereno and could impact the long-term sustainability of the partnership itself;

WHEREAS, Los Gatos has offered to commence the provision of integrated municipal law enforcement services to Saratoga effective October 1, 2027, at an initial annual Base Rate that is materially below the cost proposal provided to Saratoga by the County of Santa Clara for

services in fiscal year 2026-27, and that is closer to the cost Saratoga paid for comparable services in fiscal year 2025-26, thereby providing meaningful and immediate cost relief to Saratoga relative to the trajectory of its existing arrangement;

WHEREAS, the Parties acknowledge that the initial Base Rate reflects a deliberate approach to establishing a durable intergovernmental partnership, and that the term length, annual Base Rate adjustment provisions, External Mandate Cost Pass Through process, transition cost recovery provisions, and other structural protections set forth in this Agreement are integral and necessary components of the Parties' bargain, allowing Los Gatos to recover its cost of service delivery over the term while providing Saratoga with the cost predictability essential to its multi-year fiscal planning;

WHEREAS, the Parties further acknowledge that the staffing, hiring, training, equipping, facility, and operational commitments to be undertaken by Los Gatos in reliance on the term of this Agreement, including the expansion of departmental capacity reasonably necessary to serve Saratoga, are predicated on the long-term partnership and recovery mechanisms reflected herein;

WHEREAS, the Parties recognize that this Agreement provides mutual benefits on multiple fronts, including (a) cost predictability and long-term fiscal sustainability for both cities, (b) operational efficiencies achievable through an integrated service model, (c) enhanced regional coordination on emergency response, mutual aid, and local public safety, (d) preservation and continued delivery of comprehensive municipal law enforcement services in both jurisdictions, and (e) continued strengthening of the long-standing intergovernmental cooperation among municipalities;

WHEREAS, the Parties acknowledge that the value of the integrated regional service model is not measured by fixed jurisdiction specific staffing assignments, patrol hours, or service hour allocations, but by the availability of professional municipal law enforcement services, flexible regional deployment, response capability, operational coordination, and reasonably available service information, including response time trends by call priority;

WHEREAS, this Agreement is entered into pursuant to California Government Code sections 54981, 54982, 55631, 55632, and 55634, together with any other applicable authority permitting interagency contractual provision of municipal law enforcement services;

WHEREAS, on August 26, 2026, the Local Agency Formation Commission of Santa Clara confirmed that the replacement law enforcement service is exempt from review under Government Code section 56133(e)(1);

WHEREAS, the Parties intend that the Base Rate and the cost adjustment, reimbursement, pass through, reopener, and other cost recovery provisions of this Agreement collectively allow Los Gatos to recover the costs incurred in providing law enforcement services to Saratoga as required by California Government Code section 54982, while providing Saratoga with reasonable predictability regarding the timing and amount of annual payments;

WHEREAS, the Parties desire a contract structure that preserves operational effectiveness, supports the cost recovery and predictability objectives described above, and manages risk in a manner appropriate for a municipal provider of law enforcement services;

WHEREAS, the Parties recognize that a durable intergovernmental partnership requires ongoing communication, coordination, and the ability to respond constructively to future financial, legal, regulatory, operational, technical, or service circumstances that may not be fully anticipated or addressed by this Agreement, and therefore desire to provide mechanisms for regional partnership coordination and, when necessary, a good faith reopener process so that emerging matters may be identified, discussed, and addressed in a timely and transparent manner, with the shared objective of avoiding unexpected impacts, considering practical solutions, adapting to changing circumstances, and preserving the long-term sustainability and effectiveness of the partnership; and

WHEREAS, the Parties acknowledge that police services are governmental services performed in the public interest, that law enforcement priorities may change in response to emergencies and legal requirements, and that this Agreement is intended to provide a clear framework for service delivery without impairing the lawful discretion of the Chief of Police and the Town.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1 Chief. For purposes of this Agreement, "Chief" means the Chief of Police of the Town of Los Gatos or the Chief's authorized designee. The Chief shall remain responsible for police operations and the performance of services under this Agreement, subject to the Town's administrative structure.

1.2 Department. "Department" means the Los Gatos-Monte Sereno Police Department.

1.3 Base Rate. "Base Rate" means the annual compensation payable by Saratoga for the services identified in Section 4, as adjusted under this Agreement.

1.4 Department service hours. "Department service hours" means documented time spent by Department personnel on services attributable to Saratoga, including but not limited to patrol, supervisory, investigative, records, evidence, dispatch, administrative, report writing, booking, court preparation, and related support time reasonably associated with an incident or service request.

1.5 Emergency or Disaster. "Emergency" or "Disaster" means an event requiring immediate or extraordinary police, dispatch, emergency management, or Emergency Operations Center response, including but not limited to wildfire, storm, earthquake, evacuation, public disorder, critical incident, or comparable event.

1.6 E.O.C. "E.O.C." means the Emergency Operations Center maintained or otherwise facilitated by Los Gatos.

1.7 Extensive Services. "Extensive Services" means law enforcement services arising from a single incident or a series of related incidents originating in Saratoga that require a substantial and atypical level of Department resources. Tracking, notice, aggregation, reimbursement

thresholds, reimbursement calculations, and invoicing for Extensive Services are governed exclusively by Section 11.

1.8 Saratoga-Requested Discretionary Services. "Saratoga-Requested Discretionary Services" means law enforcement services that Saratoga specifically requests for itself that (a) are dedicated, enhanced, customized, specialized, or separately scheduled beyond what the Department provides in the ordinary course of the integrated service model described in Sections 2.4, 2.5, and 4.1, and (b) are reasonably expected to require material incremental staffing, overtime, backfill, equipment, technology, or other costs beyond those ordinarily incurred in providing services included in the Base Rate. Los Gatos shall identify such services in writing as outside the Base Rate before performance, except as provided in Section 5.3.4. Failure to provide such written identification before performance shall not, by itself, cause a service that otherwise meets the foregoing conditions to become included in the Base Rate. Any service that does not meet both conditions, including services of the same general type and standard the Department provides to Los Gatos and Monte Sereno, is included in the Base Rate even when requested by or attributable to Saratoga. Saratoga-Requested Discretionary Services are authorized, scoped, and compensated under Section 5.3, and their cost treatment is governed by Section 5.3.7. Saratoga-Requested Discretionary Services may include, but are not limited to, special event policing for events in which costs are ordinarily passed onto a permit applicant, services requiring specialized equipment, technology, or personnel not ordinarily used in routine operations, sustained dedicated or separately scheduled resources requiring material incremental staffing, overtime, backfill, equipment, or other costs beyond those ordinarily incurred in providing Base Rate services.

1.9 City Manager and Town Manager. "City Manager" and "Town Manager" mean the respective city manager or town manager of each Party, or each manager's designee authorized to act under this Agreement.

1.10 Municipal Code. "Municipal Code" means the Saratoga Municipal Code, together with any other enforceable local laws, regulations, permit conditions, resolutions, and directions that Saratoga lawfully requests Los Gatos to enforce.

1.11 External Mandate Cost Pass Through. "External Mandate Cost Pass Through" means an adjustment to the Base Rate or a separate temporary surcharge requested by Los Gatos pursuant to Section 10.8.1 to recover Los Gatos's actual, incremental, and reasonably allocable cost of complying with a Qualifying External Mandate or incurring a Saratoga Specific Recurring External Cost, subject to the eligibility requirements, mitigation obligations, allocation methodology, and caps set forth in Section 10.8.1.

1.12 Qualifying External Mandate. "Qualifying External Mandate" means a requirement imposed on Los Gatos by a source external to Los Gatos that materially increases Los Gatos's actual cost of providing services under this Agreement. A Qualifying External Mandate includes only:

- (a) a new or expanded federal, state, regional, or county statute, regulation, court order, consent decree, or binding judicial requirement directed to law enforcement agencies generally or to the Department specifically, requiring specific staffing, training, equipment, technology, records, evidence, dispatch, reporting, or compliance activity;

(b) a material increase in third-party charges directly required for service delivery, including dispatch, booking, crime laboratory, communications, radio system, public safety interoperability, records, evidence, or comparable charges, where such charges are imposed by a public agency, joint powers authority, regional communications agency, regional radio authority, emergency communications agency, public safety interoperability body, or by a vendor for which reasonable substitution is not commercially available;

(c) a material assessment, charge, cost allocation, capital contribution, replacement cost, upgrade cost, subscriber cost, infrastructure cost, maintenance cost, financing cost, or compliance cost imposed by a regional communications, radio, dispatch, emergency communications, or public safety interoperability agency or joint powers authority for systems, infrastructure, equipment, subscriber access, maintenance, replacement, upgrade, modernization, or compliance costs directly required for the Department to provide services under this Agreement;

(d) a legally mandated increase in employer contributions, payroll obligations, or required compensation costs imposed by statute, regulatory action, or determination of CalPERS or comparable governmental authority, but excluding any compensation cost increase resulting from collective bargaining outcomes, classification decisions, or other discretionary determinations of Los Gatos; and

(e) extraordinary insurance, risk pool, or coverage cost increases imposed by Los Gatos's insurance provider or risk pool that are attributable to industrywide loss experience or regulatory change rather than to Los Gatos's own claims experience or program decisions.

A Qualifying External Mandate expressly excludes: (i) routine inflationary or compensation growth contemplated by Section 10.7; (ii) discretionary Los Gatos staffing, classification, compensation, or program decisions; (iii) collective bargaining outcomes; (iv) capital projects or equipment purchases not required by an external mandate, third-party public agency charge, regional assessment, or regional system cost described in this Section; (v) costs already recovered through Section 10.7, Section 11, or any other reimbursement provision of this Agreement; and (vi) costs attributable to Saratoga-Requested Discretionary Services or Extensive Services.

1.13 Annual Combined Adjustment Cap. "Annual Combined Adjustment Cap" means the maximum cumulative percentage increase, in any single contract year, to Saratoga's annual Base Rate together with any External Mandate Cost Pass Through surcharge or temporary surcharge payable in that year, resulting from the combined effect of the annual adjustment under Section 10.7 and any External Mandate Cost Pass Through under Section 10.8.1, as set forth in Section 10.8.1(d).

1.14 Saratoga Specific Recurring External Cost. "Saratoga Specific Recurring External Cost" has the meaning set forth in Section 10.8.1(a).

1.15 Term. "Term" means the initial service term beginning October 1, 2027, and ending June 30, 2037, together with any extension term exercised in accordance with Section 16.5.

2. EFFECTIVE DATE, PURPOSE, AND GENERAL FRAMEWORK

2.1 Effective date and term framework. This Agreement becomes effective upon approval by the governing body of each Party and execution by both Parties. The provision of law enforcement services by Los Gatos to Saratoga shall commence October 1, 2027. The initial service Term is stated in Section 16.1 and may be extended only as provided in Section 16.5.

2.2 Purpose. The purpose of this Agreement is to provide continued municipal law enforcement services within Saratoga through an integrated regional service model operated by the Los Gatos Monte Sereno Police Department. The Parties intend this Agreement to support a durable public safety partnership among Los Gatos, Saratoga, and the existing Los Gatos Monte Sereno service relationship, provide Saratoga with comprehensive municipal police protection, preserve effective Department operations, and clearly allocate costs, responsibilities, and risk.

2.3 No third-party beneficiaries. This Agreement and each and every provision hereof are for the sole benefit of the Parties, and no other person or entity, including without limitation any resident, taxpayer, or member of the public, shall be deemed an intended or third-party beneficiary of this Agreement or have any right to enforce any provision of this Agreement.

2.4 Integrated service model. The Parties acknowledge that law enforcement services under this Agreement shall be delivered through an integrated Departmentwide service model serving Los Gatos, Monte Sereno, and Saratoga as coordinated adjoining jurisdictions. The Parties intend this model to support regional continuity of service, shared operational capacity, consistent professional standards, and flexible deployment of Department resources across the communities served by the Department.

Consistent with this integrated model, Department personnel, equipment, supervision, dispatch, records, investigations, administration, specialty resources, and other operational resources may be assigned, deployed, reallocated, or shared across jurisdictions as determined by the Chief based on law, officer safety, Department policy, available resources, operational necessity, and professional law enforcement judgment.

The Base Rate reflects Saratoga's participation in the integrated service model. Los Gatos shall meet and confer with Saratoga regarding beat structure and deployment planning intended to support comparable service quality and response time goals across the jurisdictions served by the Department, subject to law, officer safety, Department policy, available resources, operational necessity, service demand, and professional law enforcement judgment. Except where this Agreement expressly provides otherwise, the model is not based on exclusive personnel assignments, dedicated resources, fixed staffing ratios, fixed patrol hours, fixed response times, or other static service metrics for any single jurisdiction.

2.5 General service standard. The Parties intend this Agreement to support a cooperative and durable municipal service relationship. Consistent with the integrated service model described in this Agreement and subject to law, available resources, officer safety, Department policy, collective bargaining obligations, and operational necessity, Los Gatos shall provide municipal law enforcement services within Saratoga in a professional manner consistent with the Department's generally applicable policies, practices, training, supervision, and standards of conduct.

The Parties intend that Saratoga receive the same general type and professional standard of municipal law enforcement services provided by the Department in Los Gatos and Monte Sereno. Because services are delivered through an integrated regional model, actual deployment, response, patrol activity, enforcement activity, investigative activity, staffing use, and service volume may vary among jurisdictions based on calls for service, geography, crime patterns, staffing availability, emergencies, mutual aid, officer safety, and operational judgment.

Service delivery under this Agreement shall be subject to periodic review through the reporting and service review processes in Sections 3 and 6, including review of reasonably available information regarding calls for service, response trends, patrol activity, crime trends, and recurring community safety issues in Saratoga. Such review is intended to support communication, coordination, planning, transparency, and policy level oversight, and shall be implemented consistent with the operational authority described in Section 3 and the integrated service model described in Section 2.4. Nothing in this Section shall be construed to create a contractual duty of care or heightened legal standard beyond that required by law.

2.6 Partnership and cost responsibility. The Parties acknowledge that this Agreement is intended to create a cooperative intergovernmental partnership based on an integrated regional service model. The partnership is intended to support professional municipal law enforcement services, regional coordination, shared operational efficiencies, fiscal predictability, and long-term sustainability for Los Gatos, Saratoga, and the communities served through the Department.

The Parties further acknowledge that the integrated service model depends on fair allocation of costs and responsibilities. Except as expressly provided in this Agreement, neither Party is intended to bear costs that are specifically attributable to the other Party's local laws, property, technology, discretionary service requests, extraordinary incidents, transition decisions, or other Party specific obligations. The cost allocation, reimbursement, and adjustment provisions of this Agreement are intended to preserve the sustainability of the partnership while maintaining reasonable cost predictability for Saratoga.

3. ADMINISTRATION, CONTROL, AND OPERATIONAL AUTHORITY

3.1 Town operational responsibility, Chief authority, and Saratoga policy input.

Los Gatos, through the Department and the Chief, under the administrative direction of the Town Manager and consistent with the Los Gatos Town Code, shall retain responsibility and professional and operational authority over law enforcement services performed under this Agreement, including deployment, supervision, tactics, methods, investigations, enforcement decisions, emergency response, mutual aid participation, training, Department policies and procedures, and the use of equipment and technology. Saratoga may establish municipal public safety priorities and identify community concerns through its policy, budget, and contract oversight functions. Los Gatos shall reasonably consider those priorities and concerns through the consultation, reporting, service review, and meet and confer processes established by this Agreement and shall implement them to the extent consistent with law, available resources, officer safety, Department policy, collective bargaining obligations, operational necessity, and the lawful discretion of the Chief.

3.2 Routing of Saratoga requests. Except for routine field communications, incident specific coordination during emergencies, or ordinary operational contact authorized by the Chief, requests by Saratoga to modify service priorities, seek discretionary enforcement emphasis, request attendance at meetings, obtain non-routine reports, or request special assignments or other non-ordinary services under this Agreement shall be communicated through the Saratoga City Manager or the City Manager's authorized designee. No individual member of the Saratoga City Council, commission, board, committee, or staff, other than the City Manager or authorized designee acting within the scope of this Agreement, shall have authority to direct Department personnel in the performance of services under this Agreement.

3.3 Annual service consultation. The Chief and Town Manager shall consult with the Saratoga City Manager regarding service delivery, operational trends, and any desired refinements. Following such consultation, Los Gatos shall provide a brief written summary of the principal service observations, identified issues, and any mutually discussed refinements or follow up items, which may be satisfied through meeting notes, email correspondence, or another informal written format. Any material change to this Agreement shall require written amendment approved by the governing body of each Party.

3.3.1 Annual partnership and risk review meeting. At least once each contract year, the Town Manager, City Manager, Chief, and such staff as each Party deems appropriate shall meet in good faith to review service trends, community concerns, operational coordination, major risk issues, technology integration, emergency coordination under Section 7, and any anticipated legal, fiscal, or operational issues likely to affect performance of this Agreement.

3.3.2 Liaison Captain assignment. To support coordination and communication under this Agreement, the Chief may designate a Captain level liaison (the "Liaison Captain") to serve as Saratoga's primary Department point of contact.

For the initial 2027 assignment, the Chief shall select the Liaison Captain from qualified Department personnel through an internal expression of interest process, as determined by the Chief, considering qualifications, experience, leadership, and operational needs. For that initial assignment only, the Saratoga City Manager and Chief shall jointly participate in an interview process to provide input, but final selection authority shall remain with the Chief, with significant input from the Saratoga City Manager.

After the initial 2027 assignment, the Chief shall have sole authority to designate, rotate, reassign, or replace the Liaison Captain based on professional development objectives, operational needs, succession planning, and Department considerations. The Liaison Captain role is intended to support regular communication, coordination, and service understanding between Saratoga and the Department. The role is an administrative coordination function and shall operate within the Department's chain of command and operational authority.

3.4 Biannual Saratoga City Council reporting. Twice each contract year, the Chief, a captain, or another member of the Chief's staff shall attend a Saratoga City Council meeting and present the performance information described in Section 6.1 concerning the preceding six month period.

3.5 Grant cooperation. Los Gatos and Saratoga shall cooperate in the preparation and submission of applications for government grants related to law enforcement services. Either Party may independently pursue grants and shall be solely responsible for its independent grant obligations unless otherwise agreed in writing.

3.5.1 Supplemental Law Enforcement Services Account (SLESA) transfer. In any fiscal year in which Saratoga receives an allocation of SLESA moneys under Government Code section 30061, Saratoga shall appropriate and expend those moneys in accordance with Government Code sections 30061 through 30063. No SLESA payment or reimbursement to Los Gatos shall be made unless and until the Saratoga City Council has appropriated the moneys for frontline municipal police services in accordance with a written request submitted by the Chief or other chief administrator of the law enforcement agency providing police services for Saratoga, as required by Government Code section 30061(c)(2). Following that appropriation, Saratoga may pay or reimburse Los Gatos for eligible SLESA expenditures actually incurred by Los Gatos in providing eligible frontline municipal police services to Saratoga, to the extent permitted by law.

Los Gatos shall use or charge SLESA moneys only for eligible frontline law enforcement services, shall comply with the nonsupplanting and administrative overhead restrictions in Government Code section 30062, and shall provide reasonable documentation needed for Saratoga's reporting, audit, accounting, and appropriation requirements. SLESA amounts paid to Los Gatos shall not be treated as Base Rate payments or Extensive Services reimbursement unless expressly required by applicable law.

3.6 Authority of Chief for Saratoga Services. The Chief shall remain an employee of Los Gatos and subject to Los Gatos's supervision, policies, and chain of command. Saratoga shall take any appointment, designation, oath, filing, or other action required by applicable law to authorize the Chief to exercise within Saratoga the powers and duties necessary to provide services under this Agreement, including any authority vested by law in Saratoga's Chief of Police. Any such appointment or designation shall be solely for purposes of this Agreement and shall not create an employment relationship with Saratoga or authorize Saratoga to direct or supervise Department personnel.

3.7 Complaints process. Formal complaints regarding the conduct of Los Gatos-Monte Sereno Police Department personnel may be submitted by any aggrieved person, including through the Saratoga City Manager, and shall be processed in accordance with Town policy governing complaints against police personnel. Informal operational concerns may be raised through the City Manager, Chief, or their designees for prompt review and resolution.

4. SERVICES TO BE PROVIDED

4.1 Included law enforcement services. Los Gatos shall provide general municipal law enforcement services to Saratoga during the term of this Agreement as part of the integrated Departmentwide service model described in Section 2.4 and subject to Section 4.2. Except as otherwise stated in this Agreement, such services shall be the same general type and professional standard of services customarily provided by the Department within Los Gatos and Monte Sereno and shall include, as applicable:

4.1.1 Statutes and ordinances. Los Gatos shall provide enforcement of California statutes and such federal, state, and local laws and ordinances as are normally and customarily enforced in the delivery of municipal law enforcement services. Where any statute, law, or ordinance is particular to Saratoga or Los Gatos, or where a legal issue turns on the substantive validity, meaning, or interpretation of an enactment of one jurisdiction, the legal counsel for that jurisdiction shall be solely responsible for providing legal advice and interpretation concerning that enactment. Nothing in this Agreement requires Los Gatos to provide specialized enforcement of local ordinances requiring equipment or training not normally maintained by the Department, or enforcement functions separately contracted by Los Gatos to another public agency or third-party.

4.1.2 Sworn officer and supporting services. Sworn officer services of the type customarily provided by the Department, including patrol, directed patrol, discretionary patrol, supervisory response, traffic related response, detective response, and other sworn personnel time associated with Saratoga incidents or service needs. This includes related administrative duties such as report writing, evidence booking, case follow up, and other associated work originating from Saratoga incidents.

4.1.3 Traffic enforcement. Traffic enforcement services shall be provided in Saratoga as part of the Department's integrated policing model and in accordance with Department policies, operational priorities, available resources, observed conditions, and community safety information. Such services may include targeted enforcement efforts in areas of identified concern, including commercial districts, school zones, residential neighborhoods, and other locations where traffic safety issues are observed or reported, such as the Saratoga Village area. The scope, frequency, and location of traffic enforcement activities shall be determined by the Chief or designee based on data, community input, observed conditions, and overall Department priorities, consistent with Sections 2.4, 3, and 4.2.

The Parties acknowledge that traffic engineering functions, including but not limited to roadway design, traffic studies, speed surveys, and traffic control devices, are the responsibility of Saratoga. Saratoga shall be responsible for ensuring that legally required speed surveys and related traffic studies are conducted and maintained in a timely manner in accordance with applicable law to support enforceability of traffic regulations.

Requests for traffic calming or speed awareness equipment, including fixed radar speed display trailers or similar devices, shall be the responsibility of Saratoga. Saratoga shall provide such equipment unless otherwise expressly agreed in writing. The Department may coordinate with Saratoga regarding placement and operational considerations; however, nothing in this Agreement shall obligate Los Gatos to provide, procure, or maintain such equipment.

4.1.4 Community Service Officers. Community Service Officer services providing services related to a variety of non-enforcement, non-violent crime activity, and additional support services.

4.1.5 Investigations. Investigations of cases meeting the assignment criteria used by Los Gatos.

4.1.6 Police communications and dispatch services. Twenty-four (24) hour communications services, including 911 call receipt, police dispatching, transfer of fire and emergency medical service calls to the County of Santa Clara or other responsible fire or EMS dispatch center, and notification or callout of appropriate Saratoga personnel regarding public works or other Saratoga municipal matters when such notification or callout is appropriate based on information reported to the Department.

4.1.7 Records support. Police Records Specialist services related to the receipt, processing, and dispositions related to police reports, including but not limited to, providing reports to the public.

4.1.8 Evidence management. Evidence intake, storage, and related evidence management functions.

4.1.9 Administrative support. Administrative support reasonably necessary to deliver law enforcement services under this Agreement.

4.1.10 Specialty teams, programs, and support resources. Collateral specialty team resources and other programs or support resources generally offered by the Department, including investigative support for criminal and traffic scenes and volunteer resources, to the extent such resources are available and appropriate.

4.1.11 Concealed carry permits. Intake, processing, evaluation, and issuance or denial of concealed carry weapon permit applications to the extent such work is lawfully assigned to the Police Department under an updated Saratoga ordinance and applicable law. Cost recovery for concealed carry weapon permit processing is governed by Section 5.5. Los Gatos shall not be required to accept or process a Saratoga concealed carry application until the appointment, oath, ordinance or resolution, fee schedule, and any agreement or delegation required by Penal Code sections 26155 and 26190 or other applicable law are effective.

4.1.12 Emergency police services coordination. Coordination of police resources during major disasters or emergencies as provided in Section 7.

4.1.13 Allocation of legal support responsibilities. Unless the Parties otherwise agree in writing, legal support associated with services under this Agreement shall be allocated according to the primary nature of the matter. Los Gatos shall be responsible for legal support arising primarily from Police Department operations, police procedures, Department records, personnel conduct, evidence handling, and other law enforcement activities performed by Los Gatos under this Agreement. Saratoga shall be responsible for legal support arising primarily from Saratoga local law, municipal governance, permit conditions, local regulatory requirements, Public Records Act requests not principally concerning Department records, and non-police City operations.

4.1.13(a) Los Gatos legal responsibility. Legal support to be provided by or through Los Gatos, with Los Gatos's retaining discretion regarding the manner in which such legal support is provided and subject to applicable staffing and resource availability, includes legal support relating to: (1) community policing complaints and complaints concerning Department personnel conduct; (2) Pitchess motions and related peace officer personnel record matters; (3) subpoenas, court orders, or similar process directed to Department records, testimony, or police information maintained by Los Gatos; (4) citations or enforcement matters arising under the Los Gatos Town Code; (5) state law citations and related police enforcement matters, except to the extent prosecution or city attorney advice is required from another agency by law; (6) gun violence restraining orders or comparable police initiated protective order matters handled through Department operations; (7) concealed carry weapon permit processing, issuance, denial, suspension, revocation, and related police administration to the extent lawfully assigned to the Department; (8) legal review of Los Gatos contracts or agreements relating to Department operations; (9) legal support relating to private Automated License Plate Reader (ALPR) camera installation matters undertaken by or for Los Gatos; and (10) other legal questions or issues arising primarily from Department operations and related technology, police procedures, police records, evidence handling, or law enforcement activity performed by Los Gatos under this Agreement.

4.1.13(b) Saratoga legal responsibilities. Legal support to be provided by or through Saratoga includes legal support relating to: (1) Saratoga Municipal Code citations and interpretation, validity, drafting, amendment, or defense of Saratoga local laws; (2) Saratoga Public Records Act requests that do not principally concern Department records, police records, or law enforcement records maintained by Los Gatos; (3) Saratoga contract review, except for contracts or agreements that are prepared, administered, or entered into by Los Gatos; and (4) private Automated License Plate Reader (ALPR) camera installation matters undertaken by or for Saratoga.

4.1.13(c) Prosecutorial and city attorney functions. Nothing in this Section requires Los Gatos to act as prosecutor for Saratoga, to draft or revise Saratoga ordinances, resolutions, permit conditions, or administrative regulations, or to provide legal advice on matters that are principally municipal governance, land use, contracting, or non-police City operations.

4.1.13(d) Conflicts and legally assigned responsibilities. If a matter involves both Parties or presents a conflict of interest, each Party shall remain responsible for its own legal counsel unless otherwise agreed in writing. If applicable law assigns responsibility to a district attorney, county counsel, or another public agency, this Agreement shall not alter that legal assignment.

4.1.13(e) Mixed legal matters and allocation process. If a matter reasonably involves issues specific to one Party as well as shared legal, records, or administrative issues under this Section, the Parties shall promptly confer through the Town Manager, Saratoga City Manager, Chief, and such legal counsel or staff as each Party deems appropriate in order to allocate responsibility in a fair and

practical manner based on the primary nature of the matter, the records at issue, the originating source of the legal question or request, and which Party's law, policy, conduct, or operations are principally implicated. Pending that allocation, each Party shall remain responsible for its own counsel, records review, and administrative support, except that the Parties shall reasonably cooperate to avoid missed legal deadlines, duplicative work, or unnecessary prejudice. Unless otherwise agreed in writing, any final allocation under this subsection shall not obligate Los Gatos to provide legal services, records analysis, or administrative support beyond those expressly assigned to Los Gatos under this Agreement.

4.1.14 Volunteer programs and community support resources. Los Gatos maintains a variety of volunteer based public safety support programs, which may include, but are not limited to, Volunteers in Policing (VIPs), Disaster Aid Response Team (DART) members, and the Explorer Program. These programs are designed to support public safety operations, community engagement, emergency preparedness, and organizational effectiveness.

To the extent such volunteer resources are available and appropriate, Los Gatos may utilize these programs to support services within Saratoga in a manner consistent with Department policies and practices, training, supervision, and operational needs. All volunteer programs utilized under this Agreement shall remain under the direction, supervision, and control of the Police Department, and deployment of such resources shall be determined solely by the Chief or designee. Nothing in this Section creates a volunteer staffing or service commitment for Saratoga.

4.1.15 Community Emergency Response Team (CERT) programs. Community Emergency Response Team (CERT) programs shall remain city-specific programs administered by each respective jurisdiction. Saratoga shall retain responsibility for the management, organization, training, and support of its CERT program. While Saratoga CERT members are not under the direct management of the Police Department, they may be activated, coordinated, or deployed by the Department during emergencies or disasters consistent with applicable emergency management protocols and may train jointly with CERT members from Los Gatos and Monte Sereno.

Unless otherwise expressly agreed in writing, the costs associated with Saratoga-specific volunteer programs, including CERT program administration, training, equipment, or support, shall remain the responsibility of Saratoga and/or the Santa Clara County Fire Department as it currently supports the CERT training function. Nothing in this Section obligates Los Gatos to assume long-term management, funding, or administrative responsibility for Saratoga-based volunteer programs.

Saratoga volunteers, including but not limited to CERT participants and other City affiliated volunteer personnel, shall be designated and managed as Disaster Service Workers (DSWs) under Saratoga's authority in accordance with California law; provided, however, that such volunteers may be activated, coordinated, or deployed by the Police Department during emergencies or disasters consistent with applicable emergency management protocols, without altering their status as Saratoga-affiliated DSWs.

4.1.16 Community outreach and engagement programs. Los Gatos maintains a variety of community outreach and engagement programs designed to promote public safety awareness, community partnerships, and transparency. Such programs may include, but are not limited to, Community Police Academies, youth engagement initiatives, volunteer programs, and other community-based events and educational opportunities.

To the extent such programs are offered, Saratoga community members may be eligible to participate in Department sponsored outreach and engagement programs, subject to Department policies, program capacity, and operational considerations. Participation in such programs shall be administered by the Department based on Department policies, program capacity, resource availability, and operational considerations. The Parties may collaborate on community engagement opportunities within Saratoga from time to time, subject to mutual agreement, resource availability, and operational priorities.

In providing services under this Section, Los Gatos shall reasonably account for Saratoga specific service needs, community concerns, and municipal priorities as communicated through the processes established in this Agreement, consistent with the integrated service model and the Department's operational authority.

4.2 Flexible regional deployment model. Services shall be provided under the integrated service model described in Section 2.4. Except where this Agreement expressly provides otherwise, references to staffing, service hours, patrol hours, full time equivalent positions, or cost allocations are for planning, budgeting, reporting, operational analysis, or reimbursement purposes only and do not create a fixed staffing guarantee, exclusive assignment right, minimum service level, or jurisdiction specific resource commitment.

5. SARATOGA-REQUESTED DISCRETIONARY SERVICES AND EXCLUDED SERVICES

5.1 Services and costs excluded from Base Rate. Unless expressly included in the Base Rate or otherwise approved in writing, the following separately reimbursable services and costs are excluded from the Base Rate: Saratoga-Requested Discretionary Services as defined in Section 1.8; amounts reimbursable for Extensive Services under Section 11, but only to the extent Section 11 expressly requires separate reimbursement; jail or detention services charged by third parties; unusual expert witness or outside consultant costs; litigation support not otherwise assigned to Los Gatos under this Agreement; code drafting; code enforcement and administrative code parking services; and animal control services. For clarity, legal services assigned to Saratoga under Section 4.1.13 are excluded from the Base Rate unless the Parties expressly agree otherwise in writing.

5.2 Limitations on Los Gatos service obligations. Los Gatos shall have no obligation to provide services that would require the Department to violate law, compromise officer safety beyond ordinary hazards of law enforcement work, depart from controlling Department policy, or assume responsibility for functions outside normal municipal law enforcement operations unless the Parties first agree in writing upon scope, lawful authority, and compensation.

5.3 Authorization of Saratoga-Requested Discretionary Services. Saratoga may from time to time request Saratoga-Requested Discretionary Services as defined in Section 1.8 that are outside the services included in the Base Rate. Such services are intended to be separately authorized,

scoped, and compensated so that the Parties have a clear written understanding of the requested service, operational feasibility, cost methodology, and cost responsibility before Los Gatos undertakes the work, except in exigent circumstances as provided in this Section.

5.3.1 Pre-authorization required. Saratoga-Requested Discretionary Services shall require prior written authorization through the City Manager and Town Manager or their designees before Los Gatos commences performance, except as provided in Section 5.3.4.

5.3.2 Required terms for discretionary service authorization. A written authorization for Saratoga-Requested Discretionary Services shall describe at minimum (a) the requested service; (b) the anticipated duration or scope; (c) the cost methodology; and (d) cost responsibility.

5.3.3 Cost methodology for discretionary services. Saratoga shall pay Los Gatos for Saratoga-Requested Discretionary Services at Los Gatos's cost of providing the service. Los Gatos may invoice such costs after the service is provided, and payment shall be due on or before the fifteenth (15th) day of the month following the month in which the invoice is mailed or delivered.

5.3.4 Exigent circumstances. Where exigent circumstances require Los Gatos to commence Saratoga-Requested Discretionary Services before written authorization can be obtained, Los Gatos may proceed and shall provide notice to the Saratoga City Manager as soon as reasonably practicable. The Parties shall promptly memorialize cost responsibility in writing thereafter, applying the cost methodology in Section 5.3.3 unless the Parties agree otherwise in writing.

5.3.5 Mutual discretion regarding discretionary services. Saratoga is under no obligation to authorize any Saratoga-Requested Discretionary Service. Los Gatos is under no obligation to provide any Saratoga-Requested Discretionary Service that is operationally infeasible, inconsistent with the Chief's operational discretion under Section 3, or inconsistent with the limitations in Section 5.2.

5.3.6 Effect of prior discretionary services. The Parties may from time to time agree that Los Gatos will provide Saratoga-Requested Discretionary Services in response to particular circumstances. Performance of such services, whether one time, repeated, informal, or performed in exigent circumstances, shall not by itself modify the scope of Base Rate services or obligate either Party to continue, repeat, expand, or fund such services in the future. A written authorization under Section 5.3 may authorize Saratoga-Requested Discretionary Services but shall not amend the scope of Base Rate services unless the instrument is approved and executed as an amendment in accordance with Section 19.5.

5.3.7 Cost treatment and scope. Ordinary variation in the volume, location, or attribution of services to Saratoga does not by itself make any service a Saratoga-Requested Discretionary Service. Because Saratoga-Requested Discretionary Services are within Saratoga's discretion to request or decline, costs incurred under this Section 5.3 are not subject to the External Mandate Cost Pass Through provisions of Section 10.8.1 and are not counted toward the Annual Combined Adjustment Cap.

5.4 New or expanded external service mandates. Cost recovery arising from a Qualifying External Mandate shall be governed exclusively by Section 10.8.1. Nothing in this Section limits Los Gatos's authority to make operational changes reasonably required for legal compliance, officer safety, or sound police administration, subject to the service obligations otherwise established by this Agreement.

5.5 Permit, application, and regulatory processing fees. Certain services the Department performs for or within Saratoga may lawfully be funded in whole or in part by fees charged to the applicant or recipient, who may be a resident of either jurisdiction or elsewhere. Depending on the service and applicable law, such fees may be established and collected by Saratoga, by Los Gatos or the Department, or by the Chief acting as a licensing or regulatory authority. This Section sets the cost recovery standard for such fees and prevents the same cost from being recovered twice.

5.5.1 Full cost recovery standard. The Party or official responsible under applicable law for establishing a fee for any permit, license, application, registration, release, or similar regulatory or processing service that the Department performs for or within Saratoga, including without limitation, concealed carry weapon license processing, parking permits, special event permits, alarm permits and false alarm response, vehicle releases and tow hearings, repossession and vehicle identification verification, fingerprinting and live scan, and clearance letters, shall establish and maintain that fee, to the maximum extent permitted by law, at a level that recovers the actual cost of providing the service, including direct personnel costs at fully loaded rates, direct equipment and material costs, and reasonably allocable costs.

5.5.2 No duplicate recovery between jurisdictions. Neither Party shall recover the same cost twice. Fee revenue derived from an applicant or recipient shall not be counted against, or retained in addition to, amounts already paid by the other jurisdiction for the same cost. To the extent a cost is already recovered by Los Gatos through the Base Rate, Los Gatos shall not also retain the applicant fee for that same cost, and any such fee revenue shall be credited or remitted to Saratoga. To the extent a cost is recovered through an applicant fee, it shall not also be charged to the other jurisdiction.

5.5.3 Recovery of unreimbursed costs to Los Gatos. To the extent Los Gatos incurs actual costs in performing the services described in this Section that are not recovered through the Base Rate or any other provision of this Agreement, those costs shall be recovered through the applicable fees and paid to Los Gatos. Where Saratoga or another party establishes or collects the fee, Saratoga shall remit to Los Gatos, or direct payment to Los Gatos of, the amount attributable to Los Gatos's unreimbursed cost, on a schedule mutually agreed by the City Manager and Town Manager. Where Los Gatos or the Department collects the fee directly, Los Gatos shall retain only the amount attributable to its unreimbursed cost and shall credit or remit any excess consistent with Section 5.5.2.

5.5.4 Statutory fee limits. Where applicable law limits the fee that may be charged for a service to an amount below the actual cost, the responsible Party shall set the fee at the maximum amount permitted by law, and any remaining cost incurred by Los Gatos shall be reimbursed by Saratoga to the extent the cost is attributable to services provided under this Agreement and is not otherwise recovered. Such reimbursement may be administered

as a Saratoga Specific Recurring External Cost under Section 10.8.1(a) or as a Saratoga-Requested Discretionary Service under Section 5.3, as appropriate, and shall not be borne by Los Gatos under the Base Rate.

5.5.5 Coordination with Section 5.3. Nothing in this Section limits the treatment of special event policing or other Saratoga-Requested Discretionary Services under Section 5.3. The Parties shall cooperate in good faith to ensure that no cost is recovered under both this Section and Section 5.3.

6. COMMUNICATIONS, REPORTING, AND SERVICE REVIEW

6.1 Performance information for Saratoga services. Los Gatos shall regularly make available to Saratoga performance information concerning services within Saratoga that is generally equivalent to information Los Gatos provides regarding Department services to its own Town Council and to Monte Sereno, subject to confidentiality requirements and the practical availability of data. Such information may include, as reasonably available and appropriate, activity levels, calls for service, response trends, patrol activity, crime trends, significant incidents, and recurring community safety issues.

6.2 Key operational notifications. Los Gatos shall use reasonable efforts to inform Saratoga of key matters related to services under this Agreement, including significant incidents within Saratoga, significant changes in key command personnel affecting Saratoga, and operational matters that Los Gatos would ordinarily communicate to its own governing body.

6.2.1 Notice of material risk issues. Each Party shall use reasonable efforts to notify the other Party of any known legal or operational issue arising from services under this Agreement, other than a claim or lawsuit governed by Section 19.3, that is reasonably likely to result in material cost exposure, public controversy, or significant intergovernmental concern.

6.3 Operational reports and dashboards. The Parties may develop mutually agreeable operational reports, dashboards, or other tools to assist with review of service delivery, provided that no such reporting mechanism shall impair criminal justice information protections, investigative privilege, or confidentiality obligations and shall not create an undue burden based on limitations of existing technology.

6.3.1 Limitations on reporting obligations. Unless otherwise expressly agreed in writing, Los Gatos shall determine the form, level of detail, methodology, and means of production for reports and performance information provided under this Agreement using reasonably available data and ordinary Department or Town administrative practices. Nothing in this Agreement requires Los Gatos to create wholly new categories of data, maintain separate staffing or cost accounting beyond records otherwise maintained by Los Gatos or expressly required by this Agreement, or perform extraordinary compilation, programming, legal review, or redaction services, except as otherwise required by law. Notwithstanding the foregoing, Los Gatos shall continue to provide the reporting expressly required by Sections 3.4 and 6.1 and shall provide grant documentation required by Section 3.5.1.

6.4 Use of performance information. Performance reports, service metrics, and operational data are intended to support communication, transparency, planning, and policy level review. Such information shall not be construed as a warranty of outcome, response, crime reduction result, prosecution result, or fixed service level.

6.5 Recurring service issue review process. If Saratoga reasonably believes that a recurring service delivery issue exists under this Agreement, including concerns regarding communication, reporting, enforcement emphasis, or operational coordination, the Saratoga City Manager may submit a written request for service review to the Chief and Town Manager describing the concern in reasonable detail. Within fourteen days (14) after receipt, the Parties shall meet and confer in good faith through the City Manager, Town Manager, Chief, and such staff as may be reasonably appropriate to review the concern, exchange relevant non-confidential information, and discuss any appropriate operational, administrative, or contractual response. Any review under this Section is intended to address recurring coordination or service interface issues at a policy or administrative level and shall be conducted consistent with applicable confidentiality requirements, legal privileges, personnel protections, investigative restrictions, the integrated service model, and the operational authority described in Section 3.

6.6 PSAP and law enforcement communications services. The Parties acknowledge that Los Gatos operates a Public Safety Answering Point (PSAP) responsible for receiving 911 and non-emergency calls for service, dispatching law enforcement resources, and coordinating communications for services provided under this Agreement. Upon commencement of services under this Agreement, 911 calls and law enforcement related non-emergency calls originating within Saratoga shall be routed to and initially received by the Los Gatos PSAP as Saratoga's primary public safety answering point, subject to applicable regional call-routing protocols, Next Generation 911 (NG911) system capabilities, and coordination with other public safety answering points.

Consistent with Section 4.1.6, calls requiring fire or emergency medical services shall be transferred to the County of Santa Clara or other responsible fire or EMS dispatch center. Los Gatos shall also provide notification or callout of appropriate Saratoga personnel regarding public works or other Saratoga municipal matters when such notification or callout is appropriate based on information reported to the Department and in accordance with current contact information and notification protocols provided by Saratoga.

Los Gatos shall retain sole authority over PSAP operations, including call handling protocols, prioritization of calls for service, dispatch decisions, staffing, training, quality assurance, technology systems, and compliance with applicable state and federal requirements, including California Law Enforcement Telecommunications System (CLETS), Criminal Justice Information Services (CJIS), and NG911 standards. Call prioritization, dispatch timing, and resource allocation shall be determined by the Department in accordance with established policies, operational needs, and available resources.

The Parties acknowledge that PSAP operations are subject to regional interoperability requirements and mutual aid coordination. Calls for service may be transferred, shared, or coordinated with other public safety agencies when appropriate for operational efficiency, jurisdictional responsibility, or public safety necessity.

The Parties shall cooperate in good faith to ensure continuity of service during transition. Los Gatos shall lead and coordinate the transition of PSAP and law enforcement communications services necessary to commence services under this Agreement, including coordination with existing communications providers and other public safety answering points regarding call routing, data transfer, system alignment, testing, and operational readiness. Saratoga shall reasonably cooperate with Los Gatos and provide information, records, authorizations, contact information, and other assistance within Saratoga's control reasonably necessary for the transition.

Nothing in this Section obligates Los Gatos to assume responsibility for non-law enforcement dispatch services, including fire, EMS, or other municipal services, beyond the transfer, notification, and callout functions expressly described in Section 4.1.6 and this Section. Los Gatos shall not be responsible for the provision, supervision, timing, or performance of the underlying fire, EMS, public works, or other non-law enforcement service, unless otherwise expressly agreed in writing.

6.7 Law Enforcement Partnership Advisory Committee (LEPAC). The Parties intend to establish, subject to approval by the City of Monte Sereno, a Law Enforcement Partnership Advisory Committee consisting of two Councilmembers from each of Los Gatos, Saratoga, and Monte Sereno, together with the respective Town Manager, City Managers, and Chief as technical advisors. The Committee shall meet at least quarterly and shall comply with all applicable open meeting laws.

The Committee may review and discuss service performance, operational coordination, community concerns, reporting, costs, anticipated cost increases, legal or regulatory changes, technology, regional efficiencies, funding opportunities, service improvements, and alternatives to avoid, reduce, defer, or mitigate cost increases or other impacts to the partnership. The Committee is advisory only to the Chief and to the Town Manager, but shall not direct Department personnel or operations, amend an agreement, establish a binding financial obligation, or otherwise bind a participating agency without the approvals otherwise required by law and the applicable agreement.

7. EMERGENCY COORDINATION OF LAW ENFORCEMENT SERVICES AND EMERGENCY OPERATIONS CENTER USE

7.1 Emergency Operations Center (E.O.C.) activation. In the event of a major disaster or emergency affecting Saratoga that necessitates activation of an Emergency Operations Center, Los Gatos shall make the Los Gatos E.O.C. reasonably available for Saratoga's use upon permission of the Town Manager or designee, subject to Los Gatos's priority operational needs, facility capacity, and operational necessity.

7.2 Department emergency response and coordination. A Department representative shall be dispatched to the E.O.C. and shall coordinate with Saratoga's Director of Emergency Services, within the applicable emergency management structure. Either the Chief, captain, or other designated personnel shall respond as soon as reasonably possible and shall coordinate with Saratoga officials as needed. Nothing in this Section transfers operational command of Department personnel or impairs the Chief's or designee's authority over police tactics, deployment, law enforcement decisions, mutual aid coordination, or officer safety decisions.

7.3 Maintenance and ordinary capability. Los Gatos shall maintain the Los Gatos E.O.C. facility and infrastructure. Saratoga shall remain responsible for any separate Emergency Operations Center facility or emergency management facility that it owns or operates.

7.4 Emergency diversion. If in the sole judgment of the Chief or designee an emergency arises in Los Gatos requiring temporary diversion of officers, vehicles, or other resources from Saratoga, such resources may be diverted on an emergency basis. Likewise, to the extent emergencies in Saratoga require additional support, the Chief or designee may divert personnel and equipment from other areas to Saratoga.

7.5 Disaster response cost reimbursement. In the event of an emergency or disaster affecting Saratoga that is proclaimed, declared, ratified, or otherwise formally recognized by the Saratoga City Council, the Saratoga City Manager acting as Director of Emergency Services, or another authorized Saratoga representative under applicable law, Los Gatos activity and costs associated with the emergency or disaster response shall be treated as Extensive Services and reimbursed in accordance with Section 11, except as expressly provided in this Section.

Los Gatos shall document personnel time, equipment use, supplies, materials, and other actual and reasonably allocable costs incurred in connection with the emergency or disaster response. Saratoga shall include documented Los Gatos costs that are below the reimbursement threshold in Section 11, including costs within the first three hundred twenty (320) hours and any other unreimbursed Los Gatos disaster response costs, in any applicable request, claim, or application for reimbursement from federal, state, regional, insurance, private, settlement, or other available sources, to the extent legally permissible and supported by documentation provided by Los Gatos.

Los Gatos shall cooperate with Saratoga by providing reasonable documentation, cost records, personnel records, equipment records, and other information reasonably required to support Saratoga's reimbursement request, claim, or application. Within thirty (30) days after Saratoga receives reimbursement, recovery, or other funding attributable to Los Gatos disaster response costs that have not otherwise been paid by Saratoga, Saratoga shall pay Los Gatos the reimbursed amount attributable to those costs, based on the reimbursement percentage or amount approved and paid by the funding source. Saratoga may retain any reimbursement, recovery, or other funding attributable to Los Gatos costs that Saratoga has already paid as Extensive Services or otherwise paid under this Agreement. No cost shall be recovered twice under this Agreement.

7.6 Priority use and sharing of EOC. Los Gatos retains primary priority for use of the Emergency Operations Center. In the event of competing needs, Los Gatos shall determine E.O.C. use in light of operational necessity, but in the spirit of partnership, the Parties shall work cooperatively and in good faith to maximize reasonable utilization of the E.O.C. for mutual benefit and to balance, where practicable, the demands and needs of Los Gatos and any other jurisdiction for which Los Gatos provides law enforcement services. Nothing in this Section prohibits joint use where Los Gatos determines joint use to be operationally appropriate and in the interest of both Parties.

7.7 Mutual aid reimbursement rights. Where Department personnel respond to a mutual-aid event under the California Master Mutual Aid Agreement or any other mutual-aid framework, whether the event is located within Los Gatos, Saratoga, or elsewhere, all reimbursements available from the State of California, OES, FEMA, or any responsible jurisdiction for the cost

of Department personnel, equipment, and resources shall run to and be retained by Los Gatos, regardless of which Party requested or received the mutual-aid response. Saratoga shall reasonably cooperate with Los Gatos in preparing, supporting, and submitting any reimbursement claim relating to such mutual-aid response within Saratoga. For the avoidance of doubt, where the Department's response to an emergency or disaster in Saratoga includes a mutual-aid component, this Section 7.7 governs all reimbursements available under any mutual-aid framework as to that mutual-aid component, and Section 7.5 governs only those costs and reimbursements not eligible for mutual-aid reimbursement. Saratoga shall not include in any submission under Section 7.5 any cost for which Los Gatos is entitled to direct reimbursement under this Section 7.7, and no cost shall be recovered twice under this Agreement.

8. PERSONNEL AND EMPLOYMENT MATTERS

8.1 Town employees. All police officers, dispatchers, records personnel, supervisors, managers, and other Department personnel performing services under this Agreement remain employees of Los Gatos at all times. Except for any limited statutory status described in Section 3.6 and only to the extent required by applicable law, no such person shall be deemed an employee of Saratoga for any purpose.

8.2 Employment authority. Responsibility for selection, hiring, training, scheduling, promotion, discipline, assignment, reassignment, leaves, separation, compensation, pension, employee relations, labor negotiations, and all other employment matters relating to Department personnel shall remain solely with Los Gatos.

8.3 No direct personnel liability. Saratoga shall not be liable for direct payment of salaries, wages, benefits, retirement contributions, workers compensation, unemployment insurance, or any other form of compensation for Los Gatos personnel, except through the payments to Los Gatos expressly required by this Agreement.

8.4 Coverage for personnel and vehicles. Los Gatos shall maintain workers compensation coverage and automobile insurance or self-insurance for its personnel and vehicles performing services under this Agreement.

8.5 Los Gatos organizational decisions. Saratoga acknowledges that Los Gatos may make Department staffing, deployment, and organizational decisions consistent with Sections 2.4, 3, and 4.2, without prior notice to Saratoga, except where notice is reasonably practicable and operationally appropriate.

8.5.1 Advance notice of material operational changes. When reasonably practicable, Los Gatos shall provide advance notice to the Saratoga City Manager of any known material change in Department staffing, command structure, deployment model, technology systems, or operational practice that is reasonably expected to have a significant and continuing effect on the delivery of services within Saratoga. Where advance notice is not reasonably practicable due to emergency, confidentiality, personnel, or operational considerations, Los Gatos shall provide notice as soon as reasonably practicable thereafter. This Section does not require disclosure of confidential personnel matters, tactical information, or protected security information. Consistent with operational necessity and available resources, Los Gatos shall use reasonable efforts to minimize avoidable disruption to services within Saratoga arising from such changes.

8.5.2 Meet and Confer. Either Party may request to meet and confer regarding service coordination, Saratoga public safety priorities, communication, reporting, integrated service model performance, deployment planning, or other operational matters within the Department's control. The meet and confer shall occur through the Town Manager, City Manager, Chief, and other appropriate staff designated by each Party.

The Parties shall meet in good faith, share relevant non-confidential information reasonably available to them, and reasonably consider each other's concerns, operational constraints, legal responsibilities, fiscal impacts, and partnership interests.

The meet and confer process is consultative only. Nothing in this Section authorizes Saratoga to direct, command, supervise, deploy, assign, discipline, or control Department personnel, resources, tactics, investigations, enforcement decisions, dispatch decisions, or other law enforcement operations. The Chief's operational decisions remain final, except as otherwise required by law. Nothing in this Section limits Los Gatos's responsibility to oversee the Department and provide services under this Agreement.

No meet and confer discussion, meeting note, operational adjustment, or course of conduct amends this Agreement or creates a new service obligation, cost obligation, staffing commitment, fixed service level, or operational limitation unless approved in a written amendment or other written instrument executed by both Parties following any approvals required by law.

8.6 No transfer of employment rights. Nothing in this Agreement creates a merger, transfer, or assumption of employment rights between the Parties.

9. SARATOGA OBLIGATIONS

9.1 Saratoga to provide local materials. Saratoga shall timely provide, or provide access to, Los Gatos with current copies of all ordinances, resolutions, permit conditions, maps, traffic regulations, tow away authorities, signage plans, current departmental on-call contact information and notification protocols, and similar local enactments or directives that Saratoga expects the Department to enforce or rely upon. Saratoga shall be responsible for keeping such on-call contact information and notification protocols current.

9.2 Responsibility for Saratoga enforcement predicates. Saratoga shall be responsible for the legality, constitutional sufficiency, adoption, posting, and maintenance of its Municipal Code, permit conditions, traffic control devices, signs, parking restrictions, and similar city created enforcement predicates, except to the extent Los Gatos materially contributes to a defect through its own conduct.

9.2.1 Reliance on Saratoga supplied enforcement predicates. In performing services under this Agreement, Los Gatos may rely in good faith on ordinances, resolutions, permit conditions, maps, signage plans, traffic regulations, tow authorities, and similar local enforcement predicates supplied by Saratoga, unless Los Gatos has actual knowledge that the particular predicate is legally defective, materially inaccurate, or no longer in effect.

9.3 Notice of Saratoga local changes. Saratoga shall provide prompt notice to Los Gatos of any change in local law, special event plan, permit condition, or local policy that could materially affect enforcement or risk exposure under this Agreement.

9.3.1 Collaborative correction of enforcement predicate issues. If Los Gatos identifies an issue with a Saratoga ordinance, resolution, permit condition, map, traffic regulation, tow away authority, signage plan, posted restriction, or other local enforcement predicate that reasonably appears to make enforcement legally deficient, factually unsupported, operationally unclear, or otherwise problematic, Los Gatos shall promptly notify Saratoga's City Manager. Los Gatos may defer or limit enforcement of the affected provision or predicate to the extent reasonably necessary to avoid unlawful or imprudent enforcement. In such event, the Parties shall work collaboratively and in good faith to identify the deficiency and develop a reasonable corrective course of action. Saratoga shall reasonably work with Los Gatos to address the identified deficiency as promptly as practicable.

9.4 Saratoga directed events and conditions. To the extent Saratoga requests law enforcement presence or action as a Saratoga-Requested Discretionary Service under Section 5.3, Saratoga shall ensure that the basis for any such presence or action is valid in accordance with all codes and regulations, and that any required municipal approvals have been obtained.

9.5 Third-party public agency fees and cost increases. Routine third party public agency costs ordinarily associated with the delivery of services under this Agreement are included in the Base Rate except as otherwise expressly provided. Any increase, assessment, allocation, or charge that qualifies as a Qualifying External Mandate or Saratoga Specific Recurring External Cost shall be governed by Section 10.8.1. Costs attributable to Saratoga-Requested Discretionary Services shall be governed by Section 5.3.

9.6 Mutual cooperation obligations. Saratoga shall cooperate with Los Gatos in connection with claims defense, records requests, reimbursement applications, incident review, and transition planning, and shall furnish information reasonably requested by Los Gatos in support of those functions. Los Gatos shall likewise cooperate in good faith with Saratoga in addressing operational, legal, and administrative issues arising from the Town's provision of services under this Agreement, consistent with law, confidentiality obligations, and the Town's retained operational authority.

10. COMPENSATION AND PAYMENT

10.1 Contract year. For purposes of this Agreement, a full contract year begins on July 1 and ends on June 30. The initial service period beginning October 1, 2027, and ending June 30, 2028, is a partial contract year. Thereafter, each full contract year begins on July 1 and ends on June 30.

10.2 Initial annual Base Rate. The first year Base Rate of \$9,392,000 is for the services identified in Section 4. For the initial service period beginning October 1, 2027, and ending June 30, 2028, the amount payable shall be prorated to \$7,044,000 to reflect the partial year. The annual Base Rate shall remain \$9,392,000 for purposes of the adjustment effective July 1, 2028 under Section 10.7.

10.2.1 Initial startup cost reimbursement and amortization. Los Gatos shall provide Saratoga with a written implementation budget identifying documented startup costs incurred or reasonably expected to be incurred in commencing services. The annual amortization of approved startup costs is currently estimated to be \$337,000 per year, plus applicable interest, subject to the final approved implementation budget and amortization schedule. The Town Manager and City Manager shall review and confirm in writing the eligible startup costs and proposed amortization schedule not to exceed ten (10) years. Their confirmation is administrative only and does not authorize payment or create a binding financial obligation. Any costs requiring Saratoga City Council approval shall be presented to the City Council, which shall consider the request in good faith and shall not unreasonably withhold, condition, delay, or deny approval of documented, eligible costs reasonably necessary to commence services. No amount requiring governing body approval shall become binding unless and until such approval is obtained. Los Gatos shall not be required to incur or commit to any startup cost requiring Saratoga governing body approval unless and until the required approval has been obtained.

Eligible startup costs include reasonable costs necessary to transition, implement, equip, configure, integrate, train for, and commence services under this Agreement. Recurring operating costs, routine maintenance, and costs included in the Base Rate are excluded. Approved startup costs shall bear simple interest on the outstanding unreimbursed principal balance from the date Los Gatos pays each approved startup cost until that principal is reimbursed. For each fiscal year, the annual simple interest rate shall equal the Pooled Money Investment Account Average Monthly Effective Yield for the immediately preceding February, as published by the California State Treasurer in connection with the Local Agency Investment Fund. The applicable rate shall be established each July 1 and shall remain in effect through the following June 30. Interest shall be calculated only on the outstanding principal balance and shall not compound.

Unless otherwise approved by both governing bodies, approved startup costs, together with applicable simple interest, shall be amortized over the remaining initial term and fully recovered by June 30, 2037. The startup cost amortization schedule shall be adjusted each July 1 as necessary to reflect the interest rate applicable to that fiscal year. Such amounts are separate from the Base Rate, are not subject to Section 10.7, are not subject to the Annual Combined Adjustment Cap under Section 10.8.1(d) and shall be invoiced monthly under Section 10.4. If this Agreement terminates before June 30, 2037, Saratoga shall pay Los Gatos all amounts due

and owing under this Agreement, including the unrecovered balance of approved startup costs and all accrued and unpaid interest, as part of the final reconciliation.

10.3 Base Rate and support costs. The Base Rate is intended to include, without limitation, personnel, supplies, materials, facilities, vehicle costs, and administrative support costs associated with the integrated law enforcement service model. Consistent with Government Code section 54982(b), the Base Rate shall not include general overhead costs that Los Gatos reasonably determines it would incur regardless of whether it provided law enforcement services to Saratoga. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to require Los Gatos to waive or absorb any cost to the extent Government Code section 54982 requires Los Gatos to charge that cost to Saratoga. Any such cost that is not otherwise recovered under this Agreement shall remain payable by Saratoga, subject to reasonable documentation and allocation and the dispute resolution process in Section 18.

10.4 Monthly invoicing and payment. Saratoga shall pay Los Gatos one twelfth (1/12th) of the Base Rate each month, together with one twelfth (1/12th) of the annual startup cost amortization and applicable interest payable under Section 10.2.1, if any. Los Gatos shall provide a monthly statement to the Saratoga City Manager identifying each component separately, and the amount due shall be payable on or before the fifteenth (15th) day of the month following the month in which the statement is mailed or delivered. For the initial service period beginning October 1, 2027, and ending June 30, 2028, the full annual startup cost amortization installment shall be payable without proration in nine monthly installments. For each subsequent full contract year, the annual startup cost amortization installment shall be payable in twelve monthly installments.

10.5 Late charge on delinquent payments. Failure to pay an undisputed amount within sixty (60) days after the due date as specified in 10.4 shall result in a late charge equal to five percent (5%) of the delinquent amount. The remedies in this Section are in addition to, and not in lieu of, any other remedy available under this Agreement, and any cure period under Section 17.2 shall run concurrently with the timelines in this Section.

10.6 Invoice disputes and credits. If Saratoga disputes an invoiced amount, Saratoga shall notify Los Gatos in writing with reasonable detail within thirty (30) days after receipt of the invoice. Saratoga shall nevertheless pay any undisputed portion when due. The Parties shall meet and confer promptly regarding the disputed amount. If it is later determined that Saratoga overpaid, Los Gatos shall provide a credit against future invoices or reimburse the overpayment if no future invoices remain.

10.7 Annual Base Rate adjustment. Beginning July 1, 2028, and on each July 1 thereafter during the Term, the Base Rate shall be adjusted upward by the greater of the percentages determined under Sections 10.7.1 or 10.7.2 below; provided, however, that the annual Base Rate adjustment shall in no event be less than three percent (3%) and shall in no event be greater than eight percent (8%), except as expressly provided in Section 16.5 for the first year of an extension term or as otherwise provided in the Agreement. Nothing in this Section limits Los Gatos's ability to request an External Mandate Cost Pass Through surcharge under Section 10.8.1, provided that any such surcharge shall be subject to the Annual Combined Adjustment Cap in Section 10.8.1(d).

10.7.1 Employment Cost Index adjustment formula. The percentage change in the Employment Cost Index (ECI) published by the United States Department of Labor, Bureau of Labor Statistics, for total compensation for state and local government workers, All workers, not seasonally adjusted, for the twelve (12) month period ending in December of the immediately preceding calendar year, plus two percent (2%).

10.7.2 Los Gatos compensation cost adjustment formula. The percentage increase in the Town of Los Gatos's actual employer compensation cost for sworn police officers resulting from compensation changes becoming effective during the applicable contract year, plus two percent (2%). For purposes of the adjustment effective on each July 1, compensation changes shall include changes approved as of that July 1 that are effective or scheduled to become effective during the contract year beginning on that date. Any compensation change approved after that July 1, including any retroactive compensation adjustment, shall be reflected in the next annual adjustment to the extent not previously included. For purposes of this Section, "actual employer compensation cost" includes but is not limited to base salary, generally applicable special pays, employer paid retirement contributions, health and welfare benefits, payroll taxes, workers' compensation costs, and other employer paid compensation costs applicable to sworn police officers, as determined by Los Gatos in good faith using its normal budgeting, accounting, or labor costing practices. Nothing in this Section limits the Parties' ability to approve a financial adjustment or other resolution arising from Sections 16.8 and 18 through a written instrument following any approvals required by law.

The adjustment described in this Section shall be the sole ordinary annual adjustment to the Base Rate during the Term, except for: (a) adjustments mutually agreed in writing under Section 10.8 (Material Changes in Los Gatos Workforce or Service Model); (b) reimbursement for Extensive Services under Section 11; (c) reimbursement for initial startup costs and applicable interest under Section 10.2.1; (d) any External Mandate Cost Pass Through approved pursuant to Section 10.8.1; and (e) reimbursement for Saratoga-Requested Discretionary Services authorized under Section 5.3.

10.8 Material changes in Los Gatos workforce or service model. If Los Gatos undertakes a material change in the Department workforce, organizational structure, or service delivery model that is reasonably expected to have a continuing and material effect on the cost, level, scope, or manner of providing services to Saratoga, the Parties shall meet and confer in good faith to review the operational and financial impact of such change. The meet and confer shall consider whether the change is appropriately addressed through (a) absorption by Los Gatos as a discretionary internal decision; (b) a written amendment to this Agreement; (c) a service level adjustment mutually acceptable to the Parties; or (d) another mutually acceptable approach.

For purposes of this Section, a "material change" excludes routine staffing, classification, hiring, scheduling, or program decisions made in the ordinary course of Department operations. Except as expressly provided in Section 10.8.1 or by written amendment approved by both Parties, no change addressed under this Section shall result in an adjustment to the Base Rate, modification of the services described in Section 4, or other change to this Agreement absent the written agreement of both Parties. This Section does not authorize Los Gatos to unilaterally modify the services described in Section 4, the Base Rate, or any other operative provision of this Agreement.

10.8.1 External Mandate Cost Pass Through process. If Los Gatos reasonably determines that a Qualifying External Mandate or Saratoga Specific Recurring External Cost has materially increased, or is reasonably expected to materially increase, Los Gatos's actual cost of providing services under this Agreement, Los Gatos may submit a written request to Saratoga for an External Mandate Cost Pass Through, subject to the following:

For purposes of this Section 10.8.1, references to a Qualifying External Mandate shall include a Saratoga Specific Recurring External Cost unless the context expressly requires otherwise.

10.8.1(a) **Documentation.** A request under this Section shall be supported by reasonable documentation showing that the Qualifying External Mandate has materially increased, or is reasonably expected to materially increase, Los Gatos's actual cost of providing services under this Agreement and identifying the amount reasonably attributable and allocable to services provided to Saratoga.

Los Gatos may request recovery of a Saratoga Specific Recurring External Cost. For purposes of this Section, a Saratoga Specific Recurring External Cost means an actual, incremental, externally imposed cost that is directly required for service delivery under this Agreement, specifically attributable to Saratoga service demand, Saratoga incidents, Saratoga cases, Saratoga arrestees, Saratoga records, Saratoga evidence, Saratoga technology use, or another identifiable Saratoga related source, and recurring or reasonably expected to recur.

Any request under this subsection shall remain subject to the mitigation, allocation, cap, notice, meet and confer, and approval requirements of this Section 10.8.1. The requested recovery shall be limited to Saratoga's reasonably allocable share and shall not include costs already recovered through the Base Rate or another reimbursement provision of this Agreement.

10.8.1(b) **Mitigation requirement.** As a condition of any pass-through, Los Gatos shall demonstrate in its written request the mitigation efforts undertaken or considered, including, as applicable: (i) options to absorb, defer, or phase the cost; (ii) operational adjustments evaluated; (iii) negotiation with third-party providers or alternative-source efforts; (iv) phased implementation of the underlying mandate where lawful; or (v) the reasons mitigation options were determined to be inadequate. Los Gatos shall pursue reasonable mitigation in good faith before submitting and during the pendency of any request under this Section.

10.8.1(c) **Allocation methodology.** Saratoga's share of any approved External Mandate Cost Pass Through shall equal the portion of Los Gatos's actual incremental cost attributable to the Qualifying External Mandate that is reasonably allocable to services provided to Saratoga, using a documented allocation methodology reasonably related to the nature of the cost.

10.8.1(d) Annual Combined Adjustment Cap. The cumulative effect of (i) the annual Base Rate adjustment under Section 10.7 and (ii) any External Mandate Cost Pass Through surcharge payable under this Section shall not, in any single contract year, increase Saratoga's annual Base Rate, together with any External Mandate Cost Pass Through surcharge payable in that year, by more than twelve percent (12%) over the prior contract year's Base Rate. For purposes of the adjustment effective July 1, 2028, the "prior contract year's Base Rate" means the annualized Base Rate of \$9,392,000 stated in Section 10.2, and not the prorated amount payable for the initial partial contract year.

Because the annual Base Rate adjustment under Section 10.7 may not exceed eight percent (8%), the maximum External Mandate Cost Pass Through surcharge payable in any single contract year shall not exceed four percent (4%) of the prior contract year's Base Rate. This cap on the External Mandate Cost Pass Through of four percent (4%) applies even if the annual Base Rate adjustment under Section 10.7 is less than eight percent (8%) in a given year.

Any portion of an otherwise eligible and approved External Mandate Cost Pass Through that cannot be recovered in a contract year because of the Annual Combined Adjustment Cap (a "Carried Forward Mandate Balance") may, at Los Gatos's election, be carried forward and recovered in one or more subsequent contract years, subject to the Annual Combined Adjustment Cap in each such year.

A Carried Forward Mandate Balance shall continue to accrue and remain fully recoverable without limitation as to amount or duration. It shall not be reduced, waived, or extinguished by the passage of time or by the expiration or termination of this Agreement, and shall survive as a payment obligation of Saratoga until paid in full, unless the Parties mutually agree in writing to reduce or terminate the balance. Any Carried Forward Mandate Balance remaining unpaid at the expiration or termination of this Agreement shall be paid by Saratoga as part of the final reconciliation under this Agreement.

10.8.1(e) No Aggregate External Mandate Cap. There shall be no aggregate lifetime cap on External Mandate Cost Pass Through recovery. Each request remains subject to the requirements of this Section 10.8.1, including the mitigation, allocation, notice, meet and confer, approval, and Annual Combined Adjustment Cap requirements.

10.8.1(f) Temporary, one time, and recurring treatment. Costs attributable to one-time or nonrecurring impacts of a Qualifying External Mandate may be addressed through a temporary surcharge of defined duration. Costs attributable to ongoing or recurring impacts of a Qualifying External Mandate may be addressed through a recurring surcharge or other separately identified External Mandate Cost Pass Through mechanism approved by the Parties.

The Parties shall confer in good faith to characterize each External Mandate Cost Pass Through as temporary, one-time, recurring, or ongoing based on the nature of the underlying cost. If a recurring cost is later reduced, eliminated, or no longer reasonably allocable to Saratoga services, the corresponding recurring surcharge shall be reduced or eliminated accordingly.

All temporary, one-time, recurring, and ongoing External Mandate Cost Pass Throughs shall remain subject to the Annual Combined Adjustment Cap in Section 10.8.1(d), including the right of Los Gatos to carry forward any approved but unrecovered amount.

10.8.1(g) Extraordinary Regional System Cost Reopener. If Los Gatos reasonably determines that a Qualifying External Mandate involving a regional communications, radio, dispatch, emergency communications, or public safety interoperability system creates a material cost allocation to Los Gatos that is directly required for the Department to provide services under this Agreement, and Saratoga's reasonably allocable share of that cost cannot reasonably be recovered through the External Mandate Cost Pass Through process in Section 10.8.1 within a reasonable period because of the Annual Combined Adjustment Cap, Los Gatos may request a good faith reopener of the affected financial terms.

The ordinary External Mandate Cost Pass Through process remains subject to the Annual Combined Adjustment Cap in Section 10.8.1(d). Notwithstanding Sections 10.8.1(d), (e), and (f), a special recovery method mutually approved under this subsection is a separate recovery mechanism and may exceed or otherwise operate outside the Annual Combined Adjustment Cap. No special recovery method under this subsection shall become effective without the written approval in accordance with Section 10.8.1(j).

For purposes of this Section, an Extraordinary Regional System Cost may include, without limitation, a material assessment, capital contribution, replacement cost, upgrade cost, subscriber cost, infrastructure cost, financing cost, maintenance cost, or compliance cost imposed by a regional communications, radio, dispatch, emergency communications, or public safety interoperability agency or joint powers authority.

A reopener request under this Section shall include reasonable documentation describing: (i) the nature and source of the regional system cost; (ii) the amount imposed on Los Gatos; (iii) Saratoga's reasonably allocable share; (iv) the allocation methodology; (v) the amount recoverable through the ordinary External Mandate Cost Pass Through process under Section 10.8.1(d); (vi) the estimated unrecovered balance; (vii) the estimated period required to recover the unrecovered balance through ordinary annual surcharge treatment; and (viii) the mitigation efforts considered or undertaken by Los Gatos.

Upon receipt of a reopener request, the Parties shall meet and confer in good faith to consider a fair and practical method for recovery of Saratoga's reasonably allocable share of the Extraordinary Regional System Cost. Potential methods may include, without limitation, a separate payment schedule, a longer amortization period, a separate capital cost contribution, a temporary surcharge outside the ordinary annual surcharge structure, a financing mechanism, a written amendment to the Base Rate, a service or implementation adjustment, use of reserves or grant proceeds where legally available, or another mutually acceptable cost recovery approach.

To the extent an Extraordinary Regional System Cost, or a discrete portion of such cost, is directly and specifically attributable to Saratoga rather than generally allocable among the jurisdictions served by the Department, that Saratoga specific cost shall be allocated to Saratoga and shall not be required to be absorbed by Los Gatos. The method and timing of recovery shall be determined in accordance with this subsection.

Saratoga shall review any requested recovery method for an Extraordinary Regional System Cost in good faith and shall not unreasonably withhold, condition, delay, or deny approval of a recovery method that is supported by reasonable documentation, reasonably allocates Saratoga's share of the cost, and is consistent with the cost recovery and cost predictability objectives of this Agreement. A denial, condition, or delay shall be reasonable only if based on a documented deficiency in eligibility, allocation methodology, mitigation, amount, duration, legal authority, or compliance with the requirements of this Agreement.

10.8.1(h) External mandate notice and documentation. Los Gatos shall provide written notice to the Saratoga City Manager as soon as reasonably practicable after becoming aware of a Qualifying External Mandate and its likely cost impact. To the extent reasonably feasible, notice should be provided no later than March 15 preceding the fiscal year for which the pass-through is sought. If the Qualifying External Mandate first arises or becomes known after that date, notice shall be given within thirty (30) days after Los Gatos becomes aware of the impact.

The request shall include reasonable supporting documentation describing: (i) the nature of the Qualifying External Mandate and its legal, regional, third-party, or operational basis; (ii) the actual or projected incremental cost to Los Gatos; (iii) the cost reasonably attributable and allocable to Saratoga services and the proposed allocation methodology; (iv) the mitigation efforts considered or undertaken pursuant to Section 10.8.1(b); (v) Los Gatos's proposed treatment as a temporary, one-time, recurring, or ongoing surcharge pursuant to Section 10.8.1(f); (vi) the amount recoverable in the applicable contract year under the Annual Combined Adjustment Cap; and (vii) any approved but unrecovered amount proposed to be carried forward to a subsequent contract year.

10.8.1(i) External mandate meet and confer process. Within thirty (30) days after Saratoga's receipt of a complete request, the Town Manager and City Manager, together with finance, legal, and police staff as appropriate, shall meet and confer in good faith regarding the request. The Parties shall use reasonable efforts to identify a proposed resolution within sixty (60) days after the initial meet and confer, recognizing that final approval may require additional time for internal review and any approvals required by law.

10.8.1(j) Approval required for pass through. No External Mandate Cost Pass Through shall take effect unless approved in a written amendment, written service authorization, or other written instrument executed by both Parties following any approvals required by law. Any External Mandate Cost Pass Through that modifies the Base Rate or another operative provision of this Agreement shall be approved as an amendment in accordance with Section 19.5. Saratoga shall review any request for an External Mandate Cost Pass Through in good faith and shall not unreasonably withhold, condition, delay, or deny approval of a request that is supported by reasonable documentation and satisfies the requirements of this Section 10.8.1. An approved External Mandate Cost Pass Through may identify the amount recoverable in the current contract year, the amount to be carried forward, the expected duration of recovery, and whether the cost is temporary, one-time, recurring, or ongoing.

10.8.1(k) Effect if no pass-through agreement is reached. If, after completion of the good faith review process described in this Section, the Parties do not reach agreement on a proposed External Mandate Cost Pass Through:

- (i) Los Gatos shall not be entitled to unilaterally modify the services described in Section 4, the Base Rate, the annual adjustment under Section 10.7, or any other operative provision of this Agreement;
- (ii) Either Party may proceed under Section 18 without repeating the meet and confer process completed under this Section; and
- (iii) Continued performance during dispute resolution shall be governed by Section 18.6.

10.8.1(l) Good faith objective for external mandate review. The Parties acknowledge that they are operating in partnership under this Agreement and shall use good faith efforts to evaluate Qualifying External Mandates in a manner that preserves continuity of service, allocates costs proportionally, maintains reasonable cost predictability for Saratoga, and protects Los Gatos against material uncovered costs caused by external mandates, regional system costs, or third-party public agency charges outside Los Gatos's control.

10.8.2 Good faith end of term reconciliation and transition review. No later than one hundred eighty (180) days before the scheduled expiration of the Term, or promptly after either Party gives notice of non-renewal or termination as permitted by this Agreement, the Parties shall meet and confer in good faith regarding any known or reasonably anticipated end of term financial or operational impacts associated with continuation, transition, extension, or expiration of services. The purpose of this review is to promote orderly planning, continuity of public safety services, and fair allocation of material costs so that neither Party bears an unreasonable fiscal or operational impact where both Parties have acted in good faith partnership.

10.8.2(a) Scope of end of term review. The review may include, as applicable, projected compensation or benefit changes not yet reflected in the Base Rate, known third-party cost increases, transition staffing impacts, equipment or technology commitments, software or licensing commitments, accrued but unreconciled service related costs, data extraction or transition support beyond ordinary records turnover, wind down costs reasonably incurred as a result of expiration or transition, and any temporary continuation arrangements necessary to support continuity of public safety services.

10.8.2(b) Potential end of term arrangements. The Parties shall consider whether any final year reconciliation payment, temporary extension rate, transition service authorization, phased transfer of responsibilities, or other mutually acceptable financial or operational arrangement is appropriate to ensure that neither Party bears an unreasonable impact at the conclusion of the Agreement.

10.8.2(c) Compensation during agreed continuation period. If the Parties mutually agree to continue services after the stated expiration date while renewal or transition arrangements are being finalized, compensation during such continuation period shall remain at the then current Base Rate, as adjusted by Section 10.7, together with any other amounts expressly approved in writing by the Parties.

10.8.2(d) No obligation to extend or amend. Nothing in this Section requires either Party to extend the Term of this Agreement or to approve any amendment absent the approvals otherwise required by law. Except for amounts expressly recoverable under Section 10.8.2(e), this Section establishes a good faith process for evaluation and consideration of end of term issues in light of the Parties' partnership and shared interest in continuity of service and fair allocation of material costs.

10.8.2(e) Documented transition and wind-down cost responsibility. If Saratoga elects not to renew this Agreement, elects to terminate this Agreement, establishes its own police department, or contracts with another provider, or if Los Gatos terminates this Agreement as a result of an uncured material default by Saratoga under Section 17, Saratoga shall only be responsible for reasonable, documented, and non-duplicative transition and wind down costs incurred by Los Gatos that are caused, in whole or substantial part, by such expiration, termination, or transition and that are not otherwise included in the Base Rate or recovered elsewhere under this Agreement. Such costs include, without limitation:

- (i) non-cancelable third-party commitments reasonably incurred for service delivery under this Agreement;
- (ii) extraordinary transition support authorized or reasonably requested by Saratoga;
- (iii) documented administrative, technology, records, evidence, dispatch, or staffing transition costs that cannot reasonably be avoided by Los Gatos through ordinary mitigation;
- (iv) the unrecovered, unamortized portion of any approved startup costs under Section 10.2.1, together with all accrued and unpaid interest applicable to those startup costs under Section 10.2.1, except to the extent already recovered under Section 16.3; and
- (v) documented severance, redeployment, or stranded position costs for sworn or civilian Department personnel hired or assigned in reasonable reliance on the term of this Agreement to the extent those positions cannot reasonably be absorbed within Los Gatos's other operations, except to the extent such costs are already recovered under Section 16.3.

Los Gatos shall use reasonable efforts to mitigate transition and wind down costs. Los Gatos shall provide Saratoga with reasonable documentation supporting the amount claimed, the basis for allocation to Saratoga, and the mitigation efforts considered or undertaken. The Parties shall meet and confer in good faith regarding any disputed amount. This Section shall not permit duplicate recovery of the same cost under more than one provision of this Agreement.

10.9 No additional charges without authorization. Except as expressly provided in this Agreement, Saratoga shall not be responsible for any additional charge unless authorized under Section 5.3, 10.2.1, 10.7, 10.8.1, 11, 16.8, 18, or another provision of this Agreement expressly authorizing reimbursement or payment, and subject to any approvals required by law.

10.10 No refund except for error or overpayment. The consideration paid to Los Gatos under this Agreement is intended to compensate Los Gatos for governmental service delivery and shall not be construed to require refund of funds during or after the term except in the case of an overpayment, duplicate payment, or other demonstrable billing error.

11. EXTENSIVE SERVICES AND CRITICAL INCIDENT COST RECOVERY

11.1 Tracking Extensive Services. If Extensive Services, as defined in Section 1.7, are required due to a single incident or series of related incidents originating in Saratoga, Los Gatos shall track Department service hours attributable to those events solely for the reimbursement purposes described in this Section and may bill Saratoga in accordance with this Section.

11.2 Notice when Extensive Services may exceed 320 hours. When it appears to the Chief, in the Chief's sole discretion, that a single incident or a series of related incidents will involve three hundred twenty (320) or more Department service hours, measured cumulatively from the date of the incident or the first incident in a related series and including hours reasonably anticipated to occur in any subsequent contract year, the Chief shall notify the Saratoga City Manager and discuss anticipated staffing and work needs, including investigations, records, court preparation, filings, and related tasks.

11.3 Reimbursement trigger and calculation for Extensive Services. If the tracked Department service hours for a reported incident or a series of related incidents exceed seven hundred (700) hours, measured cumulatively from the date of the incident or the first incident in a related series and including hours occurring in any subsequent contract year if the incident or related series continues, Los Gatos shall provide Saratoga with an accounting of the total service hours and a breakdown of the related Department services. For an incident or related series spanning more than one contract year, all qualifying hours shall be aggregated for purposes of the 320-hour and 700-hour thresholds and the reimbursement calculation, and Los Gatos may invoice upon crossing the 700-hour threshold regardless of the contract year in which the threshold is crossed.

Saratoga shall reimburse Los Gatos for the actual cost of all tracked Department service hours above three hundred twenty (320) hours for that incident or related series. For avoidance of doubt, the Base Rate includes ordinary investigative services and the Parties have established the thresholds in this Section to distinguish extraordinary investigative demands from the investigative activity contemplated by the Base Rate; reimbursement is triggered only when the seven hundred (700) hour threshold is exceeded and, once triggered, is calculated from the first hour above three hundred twenty (320) hours.

11.4 Extensive Services invoice timing. When total tracked hours exceed seven hundred (700) hours, Los Gatos may invoice Saratoga for the reimbursable amount, and the invoice shall be payable on the fifteenth (15th) day of the month following the month in which the statement is mailed or delivered.

11.5 No limitation on other reimbursement rights. The cost recovery rights in this Section are intended to address extraordinary demand and do not limit any other reimbursement right expressly provided elsewhere in this Agreement for disasters, grant funded activity, Saratoga-Requested Discretionary Services under Section 5.3, or External Mandate Cost Pass Throughs under Section 10.8.1.

11.6 Review of Extensive Service thresholds and impacts. If either Party reasonably believes that the number, nature, frequency, duration, staffing demand, investigative complexity, administrative burden, or cost impact of Extensive Services is disproportionately affecting that Party, the affected Party may request a review of the Extensive Services provisions of this Agreement.

Upon such request, the City Manager and Town Manager, together with the Chief and such finance, legal, or operational staff as each Party deems appropriate, shall meet and confer in good faith regarding the concern. Following such review, the Parties shall work in good faith to determine whether a mutually agreeable change should be made to the thresholds, reimbursement methodology, operational handling of Extensive Services, reporting practices, staffing approach, or other related procedures. Any change to the thresholds, reimbursement obligations, or other material terms of this Section shall require a written amendment or other written agreement approved by both Parties. Nothing in this Section requires either Party to agree to a proposed change or limits the Chief's operational discretion or the Department's response to any incident requiring law enforcement services.

12. EQUIPMENT, PROPERTY, FACILITIES, AND TECHNOLOGY SYSTEMS

12.1 Ownership of property. Any and all property acquired by Los Gatos under or in connection with this Agreement shall remain the property of Los Gatos unless the Parties otherwise agree in writing. Property acquired by Saratoga shall remain the property of Saratoga unless Saratoga expressly transfers title in writing.

12.2 Permissive use of Saratoga property and resources. Saratoga may provide or permit use of City owned or City controlled facilities, workspaces, rooms, storage areas, meeting spaces, parking areas, equipment, vehicles, camera systems, communications resources, or other property for use in support of services under this Agreement.

12.3 Substation, Workspace and Facility Use. Saratoga shall provide, at no charge, reasonable use of and access to such City owned or City controlled facilities, workspaces, rooms, storage areas, meeting spaces, parking areas, and related support spaces necessary for a police substation and as the Parties mutually identify from time to time as appropriate for the ordinary performance of services under this Agreement.

12.4 Additional or specialized use subject to Saratoga approval. Additional or specialized use of City owned, or City controlled facilities, spaces, or other resources requested by Los Gatos beyond the routine no charge access described in Section 12.3 shall be made available on a case by case basis, subject to Saratoga approval, availability, and any mutually agreed conditions of use or allocation of direct costs, if any.

12.5 Responsibility for condition and maintenance of Party property. Each Party shall be responsible for the condition, legality, maintenance, lifecycle management, and replacement of any property, equipment, technology, systems, facilities, or other resources that it owns or controls and makes available under this Agreement, unless the Parties agree otherwise in writing. Use of one Party's property by the other Party shall not transfer ownership, maintenance, replacement, or legal compliance responsibility except by written agreement.

12.6 Standard of care for use of Saratoga property. Los Gatos shall exercise reasonable care in the use of Saratoga property placed under Department control, but Los Gatos shall not be responsible for ordinary wear and tear, manufacturer defects, latent defects, or failures attributable to Saratoga's maintenance obligations or third-party vendor performance.

12.7 Control of Department and restricted information systems. Los Gatos shall retain control over Department systems, records systems, radio practices, dispatch systems, evidence systems, criminal intelligence systems, and any access to CLETS, CJIS, or similar law enforcement information systems used to perform this Agreement. Any City access to such systems shall be subject to Department policy, training requirements, legal restrictions, and revocation by Los Gatos when necessary for compliance or security.

12.8 No assumption of Saratoga technology integration or support obligations. Unless otherwise agreed in writing, Los Gatos is not obligated to integrate Saratoga owned technology into Department systems or to assume ongoing maintenance, licensing, cybersecurity, or support responsibilities for City owned technologies, including camera systems or specialized local hardware.

12.8.1 Data governance and cybersecurity responsibilities. All law enforcement data, criminal justice information, digital evidence, and operational information collected, stored, transmitted, or accessed through Department systems in performance of this Agreement shall be governed by Los Gatos policies, security protocols, and applicable federal and state law, including CJIS and CLETS requirements.

No Saratoga-owned or third-party technology, software, technology platform, network connection, or system integration shall be connected to or interfaced with Department systems used in performance of this Agreement without prior written approval of Los Gatos and compliance with applicable security, technical, and operational requirements.

12.8.2 Department policies govern police technology. Los Gatos's Department policies, including its military equipment use policy adopted and administered under California Government Code sections 7070 through 7075, its Automated License Plate Recognition policies maintained under Civil Code sections 1798.90.5 through 1798.90.55, its body worn camera policies established consistent with Penal Code section 832.18, and any other Department technology policies, shall govern the Department's operations under this Agreement, including operations within Saratoga, except to the extent a policy or requirement validly adopted by Saratoga under Government Code sections 7071(f) or 7075, or other applicable law, lawfully governs Department operations within Saratoga.

Before adopting or materially amending a policy or requirement that would apply to Department operations, Saratoga shall provide Los Gatos with reasonable advance written notice and an opportunity to meet and confer regarding legal compliance, operational feasibility, officer and public safety, training, equipment, reporting, technology, implementation, and cost impacts. Any such Saratoga policy or requirement shall apply only within Saratoga and shall not amend Department policy or transfer operational command or supervision of Department personnel to Saratoga. Except to the extent required by applicable law or by a policy or requirement validly adopted by Saratoga under applicable law, Saratoga shall not, by ordinance, resolution, policy, or administrative directive, impose obligations on the Department, its personnel, or its technology that conflict with Department policy or materially expand the Department's compliance, reporting, training, equipment, staffing, technology, or operational obligations beyond those applicable within Los Gatos, unless the Parties enter into a

written amendment or other written instrument specifying the scope, operational requirements, implementation schedule, and associated cost allocation.

If a Saratoga policy or requirement materially increases Los Gatos's cost or materially affects Department operations or the level, scope, or manner of services under this Agreement, the Parties shall promptly meet and confer regarding implementation and cost allocation. Pending a written resolution, Los Gatos may limit or discontinue use of the affected equipment or technology within Saratoga to the extent necessary to comply with applicable law and the Saratoga policy or requirement, while continuing to provide the other services required by this Agreement. The matter may be addressed as a Significant Matter under Section 16.8.

12.9 Significant future assets requiring further agreement. The Parties acknowledge that, during the term of this Agreement, a substantial new asset or facility may be proposed in support of services under this Agreement, including by way of example but not limited to, a police station or similar public safety facility located within Saratoga. This Section 12.9 applies only to a proposed asset, facility, or related arrangement that would reasonably be expected to require a material change to the financial obligations, operational responsibilities, service delivery assumptions, or other material terms of this Agreement. Except in such circumstances, nothing in this Section 12.9 shall be construed to give either Party authority to direct, restrict, approve, or control the other Party's ordinary decisions regarding equipment, property, facilities, technology, systems, or operational resources used in performing this Agreement.

Before any such significant asset or facility is incorporated into the services provided under this Agreement, the Parties shall confer and fully evaluate its financial, operational, legal, and service impacts, including capital and operating costs, funding sources, ownership, use rights, staffing, maintenance, security, liability, and any effect on service levels or ongoing obligations of either Party. Any responsibilities, cost allocations, or other obligations relating to such asset or facility shall be set forth in a written amendment to this Agreement, or in another written agreement approved by both Parties. Unless and until such written amendment or other written agreement is executed, neither Party shall have any obligation under this Agreement to fund, acquire, construct, provide, staff, maintain, operate, or support such asset or facility.

12.10 Saratoga Technology, ALPR Systems, Camera Systems, and RTIC Integration. The Parties acknowledge that technology systems may support law enforcement services when they are legally compliant, operationally appropriate, technically compatible, secure, and governed by clear data use and cost responsibility terms. For purposes of this Section, "Saratoga Technology" means technology owned, leased, licensed, or otherwise procured by Saratoga. This Section establishes the framework for Department access to, use of, connection with, or integration of Saratoga Technology, including Automated License Plate Reader systems, camera networks, video management systems, real time monitoring platforms, the Department's Real Time Information Center or similar operational platforms, and related data sharing arrangements.

12.10.1 Approval and standards. Department access to, use of, connection with, integration of, or monitoring of Saratoga Technology shall be subject to Los Gatos approval, Department policies, applicable law, cybersecurity requirements, CJIS and CLETS requirements, technical compatibility, operational feasibility, audit capability, data governance requirements, and cost responsibility.

12.10.2 ALPR systems and data governance. The use, management, and governance of Saratoga Technology consisting of Automated License Plate Reader systems shall be subject to Department policy and applicable law, including applicable restrictions on data access, retention, sharing, auditing, and permissible use. Nothing in this Section shall require participation in any regional or national ALPR data sharing network.

12.10.3 Department operational authority and data. Los Gatos shall retain operational authority over Department access, monitoring, use, integration, audit, and data governance of Saratoga Technology used by the Department in performance of this Agreement. Approved use of Saratoga Technology shall not require continuous monitoring or expand the Department's operational obligations beyond those otherwise provided in this Agreement. All law enforcement data, ALPR data, criminal justice information, digital evidence, and operational information accessed, generated, collected, stored, transmitted, or used by the Department shall be governed by Department policy, applicable law, and applicable federal and state criminal justice information requirements.

12.10.4 Saratoga responsibility for Saratoga Technology. Saratoga shall remain responsible for procurement, ownership, lease, license, or other contractual rights, policy adoption, legal compliance, public transparency, maintenance, vendor management, cybersecurity outside Department systems, system lifecycle management, and cost of Saratoga Technology unless otherwise agreed in writing. Department approval to access or use Saratoga Technology shall not transfer those responsibilities to Los Gatos unless expressly agreed in writing.

12.10.5 Separate technology and data sharing agreements. Los Gatos may require a separate written technology, data sharing, or operational use agreement before Department personnel access or use Saratoga Technology or before such technology is connected to Department systems or integrated with the Department's Real Time Information Center or similar operational platform. Any such agreement may address ownership, custody and control of data, permitted uses, access rights, audit requirements, retention, public records responsibilities, cybersecurity standards, CJIS and CLETS compliance, system maintenance, vendor obligations, cost allocation, legal compliance, public transparency, governing body approvals, and termination of access.

12.10.6 Continuity of approved Saratoga Technology. Once Los Gatos has approved Department use of Saratoga Technology and any required agreement is in place, Los Gatos shall use reasonable efforts to maintain continuity of Department use of that technology and, when reasonably practicable, shall provide Saratoga with advance notice and an opportunity to meet and confer before materially restricting or discontinuing such use. Los Gatos may materially restrict or discontinue Department use when reasonably necessary to comply with applicable law; address a documented material concern involving cybersecurity, security, technical compatibility, operational feasibility, data governance, officer or public safety; implement Departmentwide technology standards, architecture, or lifecycle requirements; or avoid a material operational or administrative burden. Final authority regarding Department operational use of technology shall remain with Los Gatos consistent with Sections 3.1, 12.7, 12.8, and 12.10.3. A discretionary change in Department technology preference alone shall not constitute a sufficient basis

to materially restrict or discontinue such use without reasonable consideration of Saratoga's interests through the meet and confer process described above.

13. RECORDS, EVIDENCE, CONFIDENTIALITY, AND PUBLIC RECORDS

13.1 Custody and control of law enforcement records. Los Gatos shall maintain police reports, dispatch recordings, investigative files, personnel files, evidence records, body worn camera records, and other law enforcement records in accordance with applicable law and Department policy. Records created or maintained by Los Gatos in performance of this Agreement shall remain under Los Gatos custody and control unless otherwise required by law or expressly provided in this Agreement.

13.2 Records assistance during transition. Upon expiration or termination of this Agreement, Los Gatos shall retain and provide such reasonable documents, records, and other information ordinarily maintained by a law enforcement agency as are reasonably necessary to allow for an orderly transition of municipal law enforcement services in Saratoga, within a reasonable time and subject to lawful retention obligations, evidentiary requirements, confidentiality restrictions, and any continuing need of Los Gatos to retain originals or copies. Los Gatos shall provide reasonable transition related records assistance in good faith and shall not unreasonably withhold such assistance, provided that Los Gatos shall not be required under this Section to create new records, prepare special summaries, perform extraordinary legal review, undertake extensive redaction beyond that otherwise required by law, migrate data into a new system or format, or provide extraordinary transition services unless the Parties otherwise agree in writing or such assistance is expressly recoverable under this Agreement. Any extraordinary transition assistance, if authorized or required under this Agreement, shall be subject to the cost allocation and reimbursement provisions of Sections 10.8.2(e) and the transition planning provisions of 16.6.

13.2.1 Operational records continuity during term. During the term of this Agreement, the Parties shall cooperate in good faith to maintain reasonable continuity of operational reporting, records access procedures, and administrative coordination necessary for Saratoga to oversee this Agreement and perform its municipal responsibilities. Nothing in this Section requires Los Gatos to provide access to confidential law enforcement systems, waive legal protections, create new records not otherwise maintained in the ordinary course, or perform extraordinary data extraction, programming, or legal review absent separate written agreement.

13.3 California Public Records Act cooperation and requests. Each Party shall be independently responsible for responding to requests under the California Public Records Act, Government Code section 7920.000 et seq., and similar legal process, for records in that Party's possession, custody, or control. Nothing in this Agreement requires either Party to respond on behalf of the other Party, forward requests to the other Party, obtain approval from the other Party, consult with the other Party before responding, or delay a response in order to obtain input from the other Party, except as required by applicable law, court order, subpoena, or other binding legal process.

Records maintained by Los Gatos, including Department records, police records, law enforcement records, dispatch records, investigative records, body worn camera records, evidence records, personnel records, and other records created, received, used, or maintained by Los Gatos in performance of this Agreement, shall be handled through Los Gatos's public records process. Los Gatos shall have final authority regarding release, redaction, withholding, timing, and response format for such records.

Records maintained by Saratoga shall be handled through Saratoga's public records process. Saratoga shall have final authority regarding release, redaction, withholding, timing, and response format for such records. Nothing in this Section requires either Party to disclose records exempt from disclosure or to waive any privilege, investigative confidentiality, personnel protection, security protection, criminal justice information restriction, or other applicable legal protection.

13.4 Protection of confidential and criminal justice information. Each Party shall protect confidential criminal justice information, personal information, security sensitive information, and privileged communications in accordance with applicable federal, state, and local law, including rules governing CLETS, CJIS, victim information, juvenile records, and peace officer personnel information.

13.5 Evidence handling. Evidence collected in matters originating in Saratoga shall be stored and managed pursuant to Department policy and applicable law. Los Gatos shall control evidentiary handling, chain of custody, retention, release, and destruction decisions, subject to lawful court orders and prosecutorial requirements.

13.6 No unilateral directives regarding records or evidence. Neither Party shall direct, control, appeal, delay, or override the other Party's decisions regarding release, withholding, redaction, retention, or destruction of records or evidence maintained by the other Party, except through lawful process, court order, subpoena, or mutual written agreement consistent with applicable law.

14. INDEMNIFICATION

14.1 Indemnity and Hold Harmless. In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the Parties pursuant to Government Code section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata, but instead, pursuant to Government Code section 895.4, each Party shall fully indemnify and hold the other Party and its elected and appointed officials, officers, employees, and agents harmless from any claim, expense, cost, damage, or liability imposed for injury (as defined by Government Code section 810.8) arising out of any acts or omissions, including willful misconduct, of the indemnifying Party, its elected and appointed officials, officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. Neither Party, nor any official, officer, employee, or agent thereof, shall be responsible for any damage or liability arising out of any acts or omissions, including willful misconduct, of the other Party, its elected and appointed officials, officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other Party under this Agreement.

14.2 Defense, tender, and control of defense. If indemnification is triggered under this Section or under any other defense or indemnity obligation in this Agreement, the indemnifying Party shall bear sole responsibility for the reasonable cost of defense, settlements, judgments, penalties, and related costs, subject to any allocation required by law. A Party seeking defense or indemnity shall provide prompt written notice to the other Party after learning of the claim, provided that failure to give prompt notice shall not relieve the indemnifying Party of its obligations except to the extent it is materially prejudiced. The indemnifying Party shall have the right to control the defense with counsel reasonably acceptable to the indemnified Party, except where a conflict of interest requires separate counsel, and the Parties shall cooperate in the defense of claims. The indemnified Party may participate with counsel of its own choosing at its own expense unless a conflict of interest requires otherwise.

14.3 Survival of indemnity obligations. The indemnity obligations in this Section shall survive as provided in Section 19.13.

15. INSURANCE

15.1 Insurance and coverage approach. Each Party shall maintain, through commercial insurance, pooled coverage, self-insurance, or a combination thereof, coverage sufficient to support its obligations under this Agreement.

15.1.1 Property and vehicle coverage responsibility. Each Party shall maintain coverage for any property or vehicle for which it is the owner of record, regardless of which Party uses the asset. If ownership of an asset is transferred from one Party to the other, responsibility for maintaining coverage for that asset shall transfer with ownership unless the Parties otherwise agree in writing.

15.2 Minimum insurance coverage. At a minimum, each Party shall maintain general liability coverage or self-insurance in an amount of not less than thirty million dollars (\$30,000,000) per occurrence for bodily injury, personal injury, and property damage, together with workers compensation coverage as required by law and automobile liability coverage for owned or operated vehicles used in connection with this Agreement.

Each Party shall also maintain, through commercial insurance, pooled coverage, self-insurance, or a combination thereof, coverage reasonably appropriate to support its obligations under this Agreement for law enforcement liability, employment practices liability, cyber liability, data breach, and technology related risks, to the extent such coverage is available through the Party's applicable insurance, pooled coverage, or self-insurance program.

15.3 Evidence of coverage. Each Party shall provide the other Party with certificates of insurance or other evidence of coverage, together with available endorsements applicable to the coverage required by this Agreement, before October 1, 2027, if reasonably requested.

15.4 Primary and noncontributory coverage. To the extent available under the applicable program, each Party's coverage shall be primary as respects the other Party for claims arising from the indemnifying Party's obligations under this Agreement, and any insurance or self-insurance maintained by the other Party shall be excess and noncontributory.

15.5 Notice of lapse or reduction. Each policy or coverage arrangement required by this Section shall provide that coverage shall not be canceled, materially reduced, or allowed to lapse without at least thirty (30) days prior written notice to the other Party, except that ten (10) days' notice may apply for nonpayment if required by the applicable policy form.

15.6 Insurance requirements are minimum requirements only. The insurance requirements in this Section establish minimum requirements only and shall not be construed to limit a Party's liability or indemnity obligations under this Agreement.

16. TERM, RENEWAL, TERMINATION, AND TRANSITION

16.1 Initial term. This initial service Term shall begin October 1, 2027, and continue through June 30, 2037, unless sooner terminated in accordance with this Agreement.

16.2 Termination restriction during initial period. Except for (a) termination arising from a Significant Matter under Section 16.8 and implemented pursuant to Section 18.5, (b) termination for a material default under Section 17 that remains uncured following the applicable notice and cure period, or (c) termination by mutual written agreement of the Parties under Section 16.4, from October 1, 2027, through June 30, 2030, neither Party may cause a termination of this Agreement to become effective.

Nothing in this Section prohibits delivery during the initial termination restriction period of a notice of termination that, in accordance with the applicable provisions of this Agreement, results in an effective termination date after June 30, 2030.

16.3 Termination after initial introduction period. After June 30, 2030, either Party may terminate this Agreement with or without cause upon at least twelve (12) months' prior written notice to the other Party. Notwithstanding the foregoing, if Saratoga elects to terminate this Agreement without cause with an effective termination date earlier than June 30, 2037, Saratoga shall, in addition to amounts otherwise due under this Agreement and amounts recoverable under Section 10.8.2(e), pay Los Gatos an early termination amount equal to the sum of: (a) the unrecovered, unamortized portion of the approved startup costs under Section 10.2.1; and (b) the documented unrecovered, unamortized cost of sworn officer hiring, training, and equipment that the Town reasonably incurred in reliance on the initial Term ending June 30, 2037 and that cannot reasonably be redeployed within Los Gatos's ordinary operations following the effective termination date. No cost recovered as part of the early termination amount under this Section may also be recovered under Section 10.8.2(e), or any other provision of this Agreement.

16.4 Mutual amendment or termination. This Agreement may be amended or terminated at any time by mutual written agreement of the Parties following any governing body or other approvals required by law. Any amendment shall also comply with Section 19.5.

16.5 Renewal evaluation and mutual extension. Before November 1, 2036, the Parties shall meet and review the services, activities, service demands, operational impacts, and costs associated with this Agreement. This Agreement may be extended for one additional five (5) year term, beginning July 1, 2037, and ending June 30, 2042, only by mutual written agreement of both Parties following any approvals required by law. Either Party may initiate an extension discussion by written notice to the other Party no later than November 1, 2036, and to be effective an extension must be approved in writing by both Parties no later than March 1, 2037. If the Parties do not both approve an extension by that date, this Agreement shall expire at the

end of the initial Term as provided in Section 16.1. Neither Party is obligated to agree to an extension, and a Party's good faith decision to decline shall not constitute a breach of this Agreement or give rise to any claim, penalty, or liability, except for amounts accrued or expressly recoverable under this Agreement.

If the Parties agree to extend, then for the first year of the extension term the annual Base Rate shall be the Base Rate in effect on June 30, 2037, excluding any startup cost amortization or interest component, and adjusted effective July 1, 2037 in accordance with Section 10.7. If the Town determines that its true cost to provide the general services for the first year of the extension term exceeds the rate established under Section 10.7, the Town may submit a written request for a higher first year extension rate supported by reasonable documentation and justification. Any increase requested under this Section shall not result in a first year extension Base Rate greater than one hundred twelve percent (112%) of the Base Rate in effect during the final year of the initial term, inclusive of any adjustment otherwise calculated under Section 10.7. Saratoga shall review the Town's request in good faith and shall not unreasonably deny a supported request. Any extension shall otherwise remain subject to the terms and conditions of this Agreement unless the Parties approve a written amendment.

16.6 Transition planning. If Saratoga elects to terminate or not renew this Agreement in order to establish its own police department or contract with another provider, the Parties shall cooperate in good faith in transition planning. Saratoga shall remain responsible for all amounts due through the effective termination date and for any post termination amounts expressly recoverable under this Agreement, subject to the prohibition on duplicate recovery and the survival provisions in Section 19.13.

16.7 No asset transfer obligation. Upon expiration or termination, Los Gatos shall have no obligation to transfer Department owned vehicles, weapons, radios, records systems, body worn camera systems, evidence systems, or other Department assets unless the Parties enter into a separate written transfer agreement.

16.8 Partnership Reopener for Significant Unresolved Matters. The Parties intend that ordinary operational, administrative, financial, legal, regulatory, technical, service, and other matters arising under this Agreement be addressed whenever reasonably practicable through the informal communication, consultation, coordination, and problem solving processes established throughout this Agreement. If a matter has not been adequately resolved through reasonable informal engagement between the Parties, or through a more specific process provided elsewhere in this Agreement, either Party may identify the matter as a potential Significant Matter and initiate the formal dispute resolution process in Section 18.

For purposes of this Agreement, a "Significant Matter" means a matter that has, or is reasonably expected to have, a demonstrable material impact on a Party's financial obligations or interests, compliance with applicable law, ability to provide or receive material services under this Agreement, operational responsibilities, regulatory obligations, technology or security responsibilities, material risk exposure, or another substantial interest arising from this Agreement. A minor, technical, temporary, de minimis, or otherwise immaterial disagreement does not constitute a Significant Matter. Significant Matters may include circumstances that were not reasonably anticipated when this Agreement was executed, circumstances for which the Agreement does not provide an adequate resolution, or circumstances in which application of an existing provision produces a material legal, financial, operational, or service consequence requiring further consideration by the Parties. Without limiting the foregoing, a condition in which the amounts payable to Los Gatos under this Agreement become materially insufficient to

recover costs that applicable law requires Los Gatos to charge to Saratoga may constitute a Significant Matter.

Information and data provided to Los Gatos through Saratoga, including information originating from the Santa Clara County Sheriff's Office, was incomplete in certain respects and contained material gaps that could materially affect the staffing and other operational projections relied upon by Los Gatos in establishing the integrated service model and Base Rate. Should a sustained material difference in activity occur that materially impacts Department staffing, dispatch, investigative, records, evidence, technology, or other resource requirements beyond those reasonably contemplated in establishing the Base Rate, such circumstance may constitute a Significant Matter. Ordinary fluctuations in service demand shall not by themselves constitute a Significant Matter.

Nothing in this Agreement, including any rate, adjustment, reimbursement, or payment limitation, shall be interpreted to require either Party to act in violation of applicable law. If a Party reasonably determines that compliance with applicable law requires a financial, operational, service, or other adjustment that is not adequately addressed through another provision of this Agreement, the matter may be treated as a Significant Matter and addressed through Section 18.

Initiation of the process under this Section does not itself amend this Agreement, change the Base Rate, modify an applicable cap, alter the services required under Section 4, or suspend either Party's existing obligations. Unless continued performance would violate applicable law or the Parties otherwise agree in writing, the Parties shall continue performing under the then current terms of this Agreement while the matter is being addressed. Any mutually acceptable resolution that requires an amendment to this Agreement or another approval required by law shall become effective only after completion of the applicable approval process.

17. DEFAULT AND REMEDIES

17.1 Material default standard. A material failure by either Party to perform its obligations under this Agreement shall constitute a default if the failure continues after the notice and cure period provided in this Agreement or, if no specific cure period is stated, after thirty (30) days written notice and failure to commence and diligently pursue cure within that period.

17.2 Remedies for delinquent payment. If Saratoga fails to make payment when due and the delinquency is not cured within sixty (60) days after written notice from Los Gatos, Los Gatos may pursue all lawful remedies, including collection of the delinquent amount, suspension of Saratoga-Requested Discretionary Services under Section 5.3 not necessary for immediate public safety, and termination for cause where permitted by Section 16.

17.3 Excused nonperformance for events beyond control. Except as to a duty to pay money, if either Party is prevented from performing by strikes, work stoppages, natural disaster, failure of communications systems, cyber incident, court order, changes in law, regional mutual aid deployment, or other causes beyond that Party's reasonable control, the affected Party shall not be deemed in default for the duration of the condition, provided that the affected Party uses reasonable efforts to mitigate the impact and resume performance.

17.4 Cumulative remedies. The remedies stated in this Agreement are cumulative except where this Agreement expressly provides an exclusive remedy.

18. DISPUTE RESOLUTION

18.1 Formal Request to Meet and Confer. Except where the Parties have already completed a substantially equivalent written meet and confer process expressly required elsewhere in this Agreement, formal dispute resolution under this Section shall begin with a written request to meet and confer delivered by either Party to the other Party. Before submitting a formal request, the Parties shall have made reasonable efforts to address the matter through informal communication or other applicable consultation processes under this Agreement. The written request shall identify in reasonable detail:

- (a) the matter in dispute;
- (b) the material facts and circumstances giving rise to the matter;
- (c) any provision of this Agreement or applicable legal requirement materially implicated by the matter;
- (d) the financial, legal, operational, service, regulatory, technical, risk, or other material impact asserted by the requesting Party;
- (e) the resolution requested or the principal alternatives the requesting Party believes should be considered; and
- (f) the reasonably available documentation, data, analysis, or other evidence supporting the requesting Party's position.

The receiving Party shall be provided a reasonable opportunity to review the request and supporting information and to provide responsive information before the meet and confer. At least five (5) business days before the meeting, each Party shall provide the other Party with reasonably available, nonprivileged information that it intends to materially rely upon during the meet and confer and that may lawfully be disclosed. Nothing in this Section requires disclosure of attorney client privileged information, attorney work product, peace officer personnel information, protected criminal justice information, confidential investigative information, security information, or other information protected from disclosure by law.

The Town Manager and City Manager shall meet and confer within twenty (20) business days after receipt of the written request unless the Parties mutually agree to another date. The Chief, legal counsel, finance personnel, technical personnel, or other appropriate representatives may participate depending upon the nature of the matter. The Parties shall consider the matter in good faith based upon the Agreement, applicable law, reasonably available evidence, the interests of both Parties, and the long-term sustainability of the partnership.

18.2 Resolution or Impasse Following Meet and Confer. If the Parties reach a mutually acceptable resolution through the meet and confer process, the resolution shall be documented in writing. Any resolution requiring an amendment to this Agreement, an appropriation, governing body approval, or another approval required by law shall be subject to that approval before becoming effective. If the Parties do not reach a mutually acceptable resolution after completing the meet and confer process, either Party may declare an impasse in writing and submit the matter to mediation under Section 18.3.

A written meet and confer process completed under another provision of this Agreement may satisfy Section 18.1 if the Parties exchanged reasonably sufficient information concerning the disputed matter and had a meaningful opportunity to consider and respond to each other's

position. In that circumstance, either Party may proceed directly to mediation without repeating the meet and confer process.

18.3 Mediation. Following an impasse, either Party may submit the dispute to nonbinding mediation by written notice to the other Party. The Parties shall attempt to mutually select a mediator experienced in California municipal, public agency, or comparable governmental matters. If the Parties do not agree upon a mediator within fifteen (15) business days after the mediation request, the mediator shall be selected through JAMS or another mutually acceptable dispute resolution provider with services available in or near Santa Clara County.

The mediation shall occur as soon as reasonably practicable. Each Party shall participate in good faith and shall provide the mediator and the other Party with information reasonably necessary to permit meaningful consideration of the dispute, subject to applicable privileges, confidentiality requirements, personnel protections, criminal justice information restrictions, and other protections required by law. The mediator's fees and administrative costs shall be shared equally by the Parties. Each Party shall bear its own attorney fees, staff costs, consultant costs, and other expenses associated with mediation unless otherwise mutually agreed.

A settlement reached through mediation shall be documented in writing and shall be subject to any governing body or other approval required by law. If mediation concludes without a mutually acceptable written resolution, either Party may submit the matter to nonbinding advisory arbitration under Section 18.4.

18.4 Nonbinding Advisory Arbitration. If mediation does not resolve the dispute, either Party may request nonbinding advisory arbitration by written notice to the other Party.

The dispute shall be presented to a single neutral arbitrator experienced in California municipal, public agency, governmental contract, or comparable matters. The Parties shall attempt to mutually select the arbitrator. If they do not agree upon an arbitrator within fifteen (15) business days after the arbitration request, the arbitrator shall be selected through JAMS or another mutually acceptable dispute resolution provider.

The Parties shall have a reasonable and substantially equal opportunity to present written submissions, documentary evidence, relevant testimony, and legal argument. The arbitrator may establish reasonable procedural requirements appropriate to the nature and complexity of the dispute. The arbitrator shall decide the matter on its merits based upon this Agreement, applicable law, and the evidence presented by the Parties. The determination shall not be based merely upon compromise between the Parties' respective positions. The arbitrator shall issue a written advisory decision that:

- (a) identifies the material issues presented;
- (b) states the arbitrator's determination of the merits of those issues and the principal reasons supporting that determination;
- (c) describes the resolution recommended by the arbitrator;
- (d) determines whether the disputed matter constitutes a Significant Matter as defined in Section 16.8; and
- (e) if the arbitrator determines that the matter is a Significant Matter, identifies whether the position of either Party has been substantially sustained on the merits.

The arbitrator's decision is advisory and nonbinding. For clarity, the recommended resolution is advisory and nonbinding; however, the determinations required by subsections (d) and (e) above are operative solely for purposes of determining whether the limited termination right in Section 18.5 arises.

The arbitrator shall have no authority to amend this Agreement, appropriate public funds, bind a governing body, establish a binding financial obligation not otherwise authorized by law or this Agreement, direct Department personnel or law enforcement operations, or otherwise exercise authority reserved by law or this Agreement to either Party or its governing body. The Parties expressly intend the arbitration process under this Section to result in a nonbinding advisory determination only. Neither Party shall seek confirmation of the advisory decision as a binding arbitration award or judgment. The arbitrator's fees and administrative costs shall be shared equally by the Parties. Each Party shall bear its own attorney fees, staff costs, consultant costs, expert costs, and other expenses unless otherwise mutually agreed.

18.5 Consideration of Advisory Decision and Limited Termination Right. Within ten (10) business days after receipt of the arbitrator's written advisory decision, each Party shall notify the other Party in writing whether it accepts the recommended resolution, subject to any governing body or other approval required by law. If both Parties accept the recommended resolution, they shall promptly take such actions as are reasonably necessary to document and implement the resolution, including obtaining any approval required by law.

If the arbitrator determines that the disputed matter constitutes a Significant Matter under Section 16.8 and substantially sustains the position of one Party on the merits, but the other Party rejects the recommended resolution or fails within the ten (10) business day period to agree to proceed with its implementation, the Party whose position was substantially sustained shall be considered the "Aggrieved Party" solely for purposes of this Section. The Aggrieved Party may initiate termination of this Agreement by providing written notice of termination within fifteen (15) business days after:

- (a) receiving the other Party's written rejection of the recommended resolution; or
- (b) expiration of the ten (10) business day response period if the other Party has not agreed to proceed with implementation.

Notwithstanding the termination restrictions in Sections 16.2 and 16.3, a termination right arising under this Section from a Significant Matter under Section 16.8 may be exercised during the initial termination restriction period described in Section 16.2. The effective date of termination shall be the later of:

- (i) one hundred eighty (180) calendar days after delivery of the termination notice; or
- (ii) the last day of the contract year in which the termination notice is delivered.

The Parties may mutually agree to a different termination date if necessary to protect continuity of law enforcement services or facilitate an orderly transition. If the Aggrieved Party does not provide the termination notice within the fifteen (15) business day period, the special termination right arising from that advisory decision is waived and the dispute shall be considered closed for purposes of the dispute escalation and termination process established by this Section.

No special termination right arises under this Section if the arbitrator determines that the matter is not a Significant Matter or does not substantially sustain the position of either Party. Closure of a dispute under this Section does not require either Party to violate applicable law, waive a

nonwaivable legal obligation, or waive an accrued payment, indemnity, defense, confidentiality of records, or other obligation that otherwise survives under this Agreement.

18.6 Continuation of Performance. During the dispute resolution process, each Party shall continue to perform its obligations under the then current terms of this Agreement unless:

- (a) continued performance of a particular obligation would violate applicable law;
- (b) performance is excused under another provision of this Agreement; or
- (c) the Parties mutually agree in writing to a temporary alternative arrangement.

Initiation of dispute resolution does not itself suspend payment obligations, alter the Base Rate or an applicable cap, modify the services required under Section 4, or authorize either Party to unilaterally change an operative provision of this Agreement.

19. MISCELLANEOUS

19.1 Independent contractor. In performing services under this Agreement, Los Gatos and its employees act as an independent contractor and not as employees or agents of Saratoga, except for any limited status as a Saratoga city officer that applicable law requires under Government Code for the statutory appointment or designation necessary to perform the law enforcement functions in Saratoga. Any such limited statutory officer status shall not create an employment relationship between Saratoga and the Chief or any other Los Gatos employee.

19.2 No assignment. This Agreement is not assignable without the prior written consent of both Parties.

19.3 Notice of claims and lawsuits. The Parties agree to provide one another with prompt notice of any claims or lawsuits arising from or relating to this Agreement.

19.4 Notices. Any notice required under this Agreement shall be in writing and delivered electronically, by certified mail, or by nationally recognized overnight delivery service to the following addresses, or to such other address as a Party later designates in writing:

Town of Los Gatos, 110 East Main Street, Los Gatos, California 95030, Attention: Town Manager and Town Clerk; and

City of Saratoga, 13777 Fruitvale Avenue, Saratoga, California 95070, Attention: City Manager and City Clerk.

19.5 Amendments. This Agreement may be amended only by a written instrument that expressly identifies this Agreement and is executed by both Parties after any approvals required by law.

19.6 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

19.7 Interpretation. This Agreement has been reviewed by both Parties and their counsel. No rule of construction shall apply that resolves ambiguities against the drafting party. The provisions of this Agreement shall be interpreted to give effect to the Parties' intent to establish a cooperative, sustainable, and integrated regional public safety partnership, while preserving the operational, fiscal, legal, and risk allocation provisions expressly set forth in this Agreement.

19.8 Waiver. A waiver of any breach shall not be deemed a waiver of any other or subsequent breach.

19.9 Entire agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter addressed herein and supersedes all prior negotiations, discussions, and agreements on the same subject, whether oral or written.

19.10 Counterparts and electronic signatures. This Agreement may be executed in counterparts, and a scanned or electronic signature shall be treated as an original.

19.11 Governing law and venue. This Agreement shall be governed by California law. Venue for any action arising from this Agreement shall lie in Santa Clara County, California, except as otherwise required by law.

19.12 Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized to do so on behalf of the entity for which the signature is made.

19.13 Survival. Any provision that by its nature is intended to apply after expiration or termination shall survive, including provisions governing accrued payment obligations, refunds, credits, invoice disputes, transition and wind down costs, notice of claims and lawsuits, records, evidence, confidentiality, indemnity, defense, insurance obligations applicable to claims or liabilities arising from acts, omissions, occurrences, or obligations during the Term, dispute resolution, governing law, venue, interpretation, and no asset transfer.

Without limiting the foregoing, Sections 7.5, 7.7, 10.2.1, 10.5, 10.6, 10.8.1, 10.8.2(e), 10.9, 10.10, 11, 12.1, 13, and 14; Section 15 solely to the extent necessary to support claims or liabilities arising from acts, omissions, occurrences, or obligations during the Term; and Sections 16.3, 16.6, 16.7, 16.8, 17, 18, 19.2, 19.3, 19.4, 19.7, 19.8, 19.10, 19.11, 19.12, and 19.13 shall survive expiration or termination, including any obligations relating to disaster response cost documentation, reimbursement requests, reimbursement cooperation, receipt and allocation of reimbursement funds, payment or credit of recovered funds, audit support, and prevention of duplicate recovery.

The enumeration of specific Sections in this Section 19.13 is illustrative and not exhaustive, and the omission of any provision from that enumeration shall not give rise to any inference that the provision does not survive if it otherwise survives by its nature or by the express terms of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

TOWN OF LOS GATOS

By: _____
Chris Constantin, Town Manager

Date: _____

CITY OF SARATOGA

By: _____
Leslie Arroyo, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Gabrielle Whelan, Town Attorney

Date: _____

By: _____
Richard Taylor, City Attorney

Date: _____

ATTEST

By: _____
Wendy Wood, Town Clerk

Date: _____

By: _____
Britt Avrit, City Clerk

Date: _____