

**AGREEMENT BETWEEN THE LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, LOS GATOS
UNION ELEMENTARY SCHOOL DISTRICT, AND
THE TOWN OF LOS GATOS FOR SCHOOL RESOURCE OFFICER SERVICES**

This contract is dated for identification this ____ day of September 2021 and is made by and between the LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, (hereinafter "HIGH SCHOOL DISTRICT"), the LOS GATOS UNION SCHOOL DISTRICT (hereinafter "LOS GATOS UNION") and the TOWN OF LOS GATOS (hereinafter "TOWN"), a California General Law City. HIGH SCHOOL DISTRICT, LOS GATOS UNION, and TOWN may be referred to as "Party" or "Parties" in this Agreement. This agreement shall take effect on October ____, 2021 and remain in effect until June 30, 2022.

I. RECITALS

- 1.1 HIGH SCHOOL DISTRICT, LOS GATOS UNION, and TOWN desire to continue the formalized relationship and joint cooperative effort for a shared funding strategy between the participating entities for school resource officer services. The School Resource Officer Program (SRO) aims to foster an efficient and cohesive program building positive relationships between law enforcement and the youth of our community.
- 1.2 HIGH SCHOOL DISTRICT, LOS GATOS UNION and TOWN, NOW, THEREFORE in consideration of the recitals and mutual promises contained herein it is agreed as follows:

II. AGREEMENTS

- 2.1 The Los Gatos-Monte Sereno Police Department shall assign one (1) sworn law enforcement officer to serve as SRO based on the "SRO Scope of Work" (contained in "Exhibit A") and specified hours of service agreed upon within this agreement. The Los Gatos-Monte Sereno Police Department shall retain the exclusive right to exercise the customary functions of management. The Los Gatos-Monte Sereno Police Department reserves the right to remove the SRO at any time if Police Department staffing levels fall below acceptable norms.
- 2.2 The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally, and professionally, shall remain solely with the Los Gatos-Monte Sereno Police Department. The SRO is employed and retained by the Los Gatos-Monte Sereno Police Department, and in no event will be considered an employee of the respective entities.
- 2.3 The Police Department and the School District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.
- 2.4 Under this framework, the SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall always remain under the control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives.

School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

2.5 The “SRO Scope of Work” is attached in “Exhibit A” of this agreement which covers specified SRO services provided, SRO hours of service, and SRO other duties and responsibilities while not serving under this agreement.

2.6 Due to the 2019/20 and 2020/21 COVID-19 pandemic which resulted in the temporary closure of the HIGH SCHOOL DISTRICT and LOS GATOS UNION, the TOWN and said parties of this agreement agreed upon a credited amount for non-services during the pandemic. This credit was carried over by TOWN past June 30, 2021 (at the termination of the previous agreement) and were applied for SRO services beginning in July 2021(FY 21/22). Monthly credited amounts will be applied to this revised agreement for SRO services.

Effective July 1, 2021, monthly credits (in the table below) for HIGH SCHOOL DISTRICT and LOS GATOS UNION will be applied as monthly payments until all credits are exhausted. During this time, TOWN agrees to provide full-time SRO services for credited months, consistent with the previous SRO agreement.

HIGH SCHOOL DISTRICT MONTHLY CREDIT PAYMENTS FOR FY 21/22

DATE	INV#	BILLED	PAID	CUSTOMER	FY 20/21 CREDIT AMOUNT	FY 21/22 CREDITED MONTHLY PAYMENTS
Jul-20	5900000395	\$8,426.69	\$(8,233.89)	LGSUHSD	\$8,233.89	Jul-21
Jun-20	5900000391	\$8,233.89	\$(8,233.89)	LGSUHSD	\$8,233.89	Aug-21
May-20	5900000388	\$8,233.89	\$(8,233.89)	LGSUHSD	\$8,233.89	Sep-21
Apr-20	5900000385	\$8,233.89	\$(8,233.89)	LGSUHSD	\$8,233.89	Oct-21
Mar-20	5900000382	\$8,233.89	\$(8,233.89)	LGSUHSD	\$4,116.95	Nov-21
TOTAL CREDITED AMOUNT					\$37,052.51	

LOS GATOS UNION MONTHLY CREDIT PAYMENTS FOR FY 21/22

DATE	INV#	BILLED	PAID	CUSTOMER	FY 20/21 CREDIT AMOUNT	FY 21/22 CREDITED MONTHLY PAYMENTS
Oct-20	5900000404	\$3,277.05	\$(3,277.05)	LGUSD	\$3,277.05	Jul-21
Sep-20	5900000402	\$3,277.05	\$(3,277.05)	LGUSD	\$3,277.05	Aug-21
Aug-20	5900000399	\$3,277.05	\$(3,277.05)	LGUSD	\$3,277.05	Sep-21
Jul-20	5900000396	\$3,277.05	\$(3,277.05)	LGUSD	\$3,277.05	Oct-21

Jun-20	5900000392	\$3,202.07	\$(3,202.07)	LGUSD	\$3,202.07	Nov-21
May-20	5900000389	\$3,202.07	\$(3,202.07)	LGUSD	\$3,202.07	Dec-21
Apr-20	5900000386	\$3,202.07	\$(3,202.07)	LGUSD	\$3,202.07	Jan-22
Mar-20	5900000383	\$3,202.07	\$(3,202.07)	LGUSD	\$1,601.04	Feb-22
TOTAL CREDITED AMOUNT					\$24,315.45	

2.7 All Parties agree to provide funding for the school resource officer on an annual basis, to cover expenses including salary and benefits. All Parties shall contribute toward the total overall cost of the School Resource Officer as follows:

FY 21/22 COST SHARING (TOTAL COMPENSATION OF SRO)	
SCHOOL YEAR	FY 21/22
HIGH SCHOOL DISTRICT 18%	\$52,535.52
LOS GATOS UNION 7%	\$20,430.48
TOWN 75%	\$218,898.00
Total	\$291,864.00

2.8 Beginning the first calendar day of the month following the last monthly credit applied for HIGH SCHOOL DISTRICT and LOS GATOS UNION, all Parties agree that the revised cost sharing agreement and scope of services will be implemented, based on the FY 21/22 total compensation of the SRO. HIGH SCHOOL DISTRICT and LOS GATOS UNION agree to pay the revised following monthly installments upon exhaustion of all monthly credits in FY 21/22.

Below is a breakdown of the revised cost sharing monthly payment installments for the remainder of FY 21/22 based on the FY 21/22 Cost Sharing (Total Compensation of SRO) above.

FY 21/22 MONTHLY INSTALLMENTS (After Credit Adjustments)	HIGH SCHOOL DISTRICT (18%)	LOS GATOS UNION (7%)
December 2021	\$4,377.96	CREDIT APPLIED
January 2022	\$4,377.96	CREDIT APPLIED
February 2022	\$4,377.96	CREDIT APPLIED
March 2022	\$4,377.96	\$1,702.54
April 2022	\$4,377.96	\$1,702.54
May 2022	\$4,377.96	\$1,702.54
June 2022	\$4,377.96	\$1,702.54

2.9 The TOWN will present an annual report to the Boards of Trustees of LOS GATOS UNION and the HIGH SCHOOL DISTRICT by the end of the school year, or as soon as possible following the school year. This report will inform the Boards about services provided to the LOS GATOS UNION and HIGH SCHOOL DISTRICT throughout the year, both on site at the elementary, middle school, High School and in the neighboring community. This report will be presented by the Chief of Police or Designee and the School Resource Officer.

III. INSURANCE AND INDEMNIFICATION

- 3.1 None of the respective Parties, their respective Boards, board members, Town Councils, council members, employees, officers, agents and assigns shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by other parties arising from this Agreement.
- 3.2 Each party to the agreement will hold all other parties harmless.

IV. TERM AND TERMINATION OF AGREEMENT

- 4.1 This Agreement shall take effect October 1, 2021 and remain in effect through June 30, 2022, unless terminated as set forth in this Agreement.
- 4.2 All parties have the right to terminate this agreement, with or without cause. The terminating party must give all other parties 60 days prior written notice thereof.
- 4.3 Notice of termination, in writing, may be issued by the Police Chief or Superintendents of the respective entities. If one or more schools terminate, each terminating school shall remain liable for any unpaid monthly obligation incurred prior to or after the termination through the end of that fiscal year for services rendered by the Town, pursuant to this Agreement.
- 4.4 This Agreement represents the entire agreement between High School District, Los Gatos Union, and Town. All prior or contemporaneous oral or written agreements by and between the parties and their agents and representatives with respect to the matters in this Agreement are revoked and extinguished by this Agreement.
- 4.5 No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.6 In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Any notices required pursuant to this Agreement shall be deemed to be properly given and mailed postage prepaid and addressed to:

TOWN OF LOS GATOS
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

With a copy to:
Clint Tada, Interim Police Chief
110 E. Main Street
Los Gatos, CA 95030

LOS GATOS-SARATOGA UNION SCHOOL DISTRICT
17421 Farley Road West
Los Gatos, CA 95032

LOS GATOS UNION SCHOOL DISTRICT
17010 Roberts Road
Los Gatos, CA 95032

IN WITNESS WHEREOF, this Agreement is executed by LOS GATOS-SARATOGA HIGH SCHOOL DISTRICT, LOS GATOS UNION, and LOS GATOS.

APPROVED AS TO CONTENT:

FOR THE TOWN OF LOS GATOS:

Paul Johnson
Los Gatos Union School District
Superintendent

Laurel Prevetti, Town Manger

Recommended by:

Michael Grove
Los Gatos-Saratoga Union High School District
Superintendent

Clinton Tada, Interim Chief of Police

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, CMC, Town Clerk