

CLERK DEPARTMENT  
AGR 15.114  
IIIH \_\_\_\_\_  
ORD \_\_\_\_\_  
REC \_\_\_\_\_  
RESO \_\_\_\_\_

**AGREEMENT FOR LAW  
ENFORCEMENT SERVICES**

This Agreement for Law Enforcement Services ("Agreement") is entered into by and between the TOWN OF LOS GATOS ("Los Gatos" hereinafter) and the CITY OF MONTE SERENO ("Monte Sereno" hereinafter), both municipal corporations and general law cities located in the County of Santa Clara, State of California.

**RECITALS**

- A. Los Gatos has its own police department and Monte Sereno does not.
- B. Monte Sereno has contracted with Los Gatos since 1995 for police services and desires to continue services through an amended and restated contract and provide for police protection within its boundaries pursuant to this Agreement.
- C. This independent contractor Agreement is entered into pursuant to provisions of Government Code Sections 55631 through 55634, and any and all other applicable authority.
- D. Los Gatos and Monte Sereno desire to enter into a 10 (ten) year agreement effective July 1, 2015.
- E. This Agreement is an independent contractor agreement and is not a joint employer arrangement between Monte Sereno and Los Gatos.

**NOW, THEREFORE**, in consideration of the recitals and the mutual promises contained herein, Los Gatos and Monte Sereno agree as follows:

**AGREEMENT**

**1. GENERAL PROVISIONS.**

(a) This Agreement for Law Enforcement Services is effective July 1, 2015, and thereafter the provisions herein supersede and replace any previous Agreement or Amendments executed by the parties.

(b) In this agreement the word "Chief" means Chief of Police of the Town of Los Gatos.

(c) The Chief of Police of Los Gatos and his staff shall have authority and control over the manner and means of the overall operations and the procedural manner in which the police services are performed under this agreement. On or before the 1st day of April of each year of this Agreement, the Chief of Police of Los Gatos shall consult

with the Monte Sereno City Manager on service level issues and the parties may modify this Agreement as necessary to meet the needs of Monte Sereno subject to approval by the City and Town Council of each entity.

(d) The Chief or a member of the Chief's staff will attend Monte Sereno City Council meetings on a bi-annual basis and provide performance measures to the City of Monte Sereno City Council. These performance measures shall include crime statistics, response times and traffic enforcement trends and/or significant crime report summaries as well as patrol service hours provided for the prior six month period. In addition, the City of Police or a member of the Chief's staff shall submit reports at least quarterly, unless otherwise agreed to by the parties, to the Monte Sereno City Manager detailing the incidence of crime in the City of Monte Sereno and the hours of service provided to Monte Sereno.

(e) Los Gatos and Monte Sereno shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the City of Monte Sereno. Los Gatos and Monte Sereno agree that there is a mutual benefit to such efforts. Los Gatos and Monte Sereno also agree that either may independently pursue grants and shall be individually responsible therefore.

(f) Responsibility for the selection, assignment and discipline of Police personnel and other matters incident to the performance of services and the control of personnel shall remain exclusively with Los Gatos. Formal complaints regarding the conduct of Los Gatos Police personnel may be submitted by the Monte Sereno City Manager to the Chief of Police. Such complaints shall be promptly investigated and the outcome communicated to the complainant.

(g) Employee relations and related issues, including but not limited to Los Gatos employee salaries and benefits, shall be the sole and exclusive responsibility of Los Gatos.

## **2. SERVICE PROVISIONS.**

A. General Services. Los Gatos shall provide police protection services to Monte Sereno for and during the term of this Agreement and any extension or extensions

thereof. Services shall be the same as those provided to the Town of Los Gatos and include the following:

- i. The enforcement of State Statutes and Municipal Ordinances of Monte Sereno, except such Municipal Ordinances of the type which would require special training of officers or of a type of enforcement that is contracted by Los Gatos to a third party or other public agency. Nothing herein contained shall preclude enforcement by Los Gatos personnel of the above-excepted ordinances;
- ii. Patrol officer services for an average of 80 hours per week<sup>1\*</sup>;
- iii. Traffic enforcement<sup>1\*</sup>;
- iv. Community Service Officer services;
- v. Investigations by detectives of all cases meeting the assignment criteria being used by Los Gatos;
- vi. 24-hour per day communications services to include:
  - a. 9-1-1 service
  - b. Police dispatching
  - c. After-hours dispatching of non-police services
- vii. Police Records Specialist service;
- viii. Collateral Specialty Teams and Additional Programs/Resources offered in the Town of Los Gatos including, but not limited to, Crime Scene Investigations, Traffic Investigation Team, Volunteers in Policing, Neighborhood Watch, Vacation Check Program, and Reserve Officer Program;
- ix. Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center (“EOC”) in the Town of Los Gatos as more specifically detailed in Section 2b below.

---

<sup>1\*</sup>Patrol and Traffic hours include activity and patrol time expended in Monte Sereno, and all other related administrative duties including, but not limited to, booking of evidence, report writing, case follow-up for cases originating in Monte Sereno. Service hours shall also include “beat preparation” time and “securing from beat” time at the rate of ten percent (10%) of the above references hours.

B. Emergency Preparedness. In the event of a major disaster or emergency in Monte Sereno that necessitates the activation of the E.O.C., the Town of Los Gatos shall open the E.O.C. for use by Monte Sereno and activate the E.O.C. based on the needs of the disaster. A Police Department representative shall immediately be dispatched to the E.O.C. and report to the Monte Sereno Director of Emergency Services (City Manager). A Command Officer will respond as soon as possible and will assume responsibility of working with Monte Sereno City officials as needed. The Town of Los Gatos shall maintain the E.O.C. and the E.O.C. infrastructure.

For the purpose of performing all of the services provided for in this Agreement, Los Gatos shall provide personnel, supervision, communications, equipment and supplies necessary to maintain the services to be rendered; provided, however, if in the sole judgment of the Chief or his/her designee, an emergency arises in Los Gatos which requires temporary diversion of officers and vehicles from Monte Sereno, the same may be diverted to Los Gatos on an emergency basis, and to the extent emergencies in Monte Sereno require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Los Gatos to Monte Sereno for any emergencies.

### **3. AUTHORITY**

(a) The authority for assignment, control and discipline of Los Gatos officers and employees and other matters incident to the performance of services by Los Gatos under this Agreement, and the control of Los Gatos personnel shall remain with Los Gatos.

(b) Monte Sereno shall designate the Los Gatos Chief as its Chief in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.), said Chief to function and operate in conformity with the terms of this Agreement.

### **4. WORKERS' COMPENSATION LIABILITY AND INSURANCE PROVISIONS**

(a) Monte Sereno shall not be liable for payment of salaries, wages or other forms of compensation to any Los Gatos personnel performing services hereunder, including

personnel performing indirect services hereunder, such as police management personnel, watch commanders, background investigators, community service officers, police communications personnel and police clerical personnel. It is understood and agreed that for such purposes all such Los Gatos personnel performing either direct or indirect services to Monte Sereno hereunder shall be deemed employees of Los Gatos while acting in or for Monte Sereno pursuant to this Agreement. Los Gatos shall maintain Workers' Compensation Insurance covering all Los Gatos personnel performing services under this Agreement.

(b) Los Gatos shall indemnify, defend, and hold harmless Monte Sereno, its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of Los Gatos and its employees as set forth in this Agreement.

(c) Monte Sereno shall indemnify, defend, and hold harmless Los Gatos its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of Monte Sereno and its employees as set for in this Agreement.

(d) Los Gatos and Monte Sereno shall each maintain its own liability insurance coverage, through self-insurance or otherwise, against any claim of civil liability arising out of the performance of this Agreement. However, the maintenance of such insurance shall in no way reduce the obligation of either party to indemnify, defend and hold harmless either party or its officers, agents and employees.

## **5. PAYMENT FOR SERVICES**

(a) A year, for the purposes of this Agreement, is the period beginning on July 1st and ending on June 30th.

(b) Annual Base Rate. For the services outlined in Section 2 above, beginning July 1, 2015, Monte Sereno agrees to pay Los Gatos the annual base rate of \$712,787.00 ("Base Rate"). The Base Rate includes an overhead rate built into annual base amount and includes but is not limited to: supplies, materials, facilities and vehicle costs, as well as administrative time for the Town Attorney, Town Manager's Office, Human Resources Department and Finance Department. Included in the Base Rate is \$35,853.84 for the

cost to maintain the EOC facility, the EOC infrastructure and for activation of the EOC in the event of a disaster or emergency as required in Section 2b. Any additional Town services furnished to Monte Sereno in the event of a disaster or emergency are not covered under this agreement.

(c) Supplemental Law Enforcement Services Fund. In the event the City of Monte Sereno is awarded monies from the Supplement Law Enforcement Services Fund (SLESF) from the State of California, Monte Sereno will grant those funds to Los Gatos for additional police services agreed upon by the parties within 30 days of receipt of the monies from the State of California. Los Gatos will provide 416 hours of additional traffic enforcement within the city limits of Monte Sereno in exchange for the \$100,000.00 awarded by the State of California. Should SLESF funding not be awarded to Monte Sereno, or if SLESF funding is eliminated from the State budget, then Monte Sereno shall be required to pay Los Gatos an additional \$100,000.00 above the Base Rate or agree to a reduction in police services commensurable with the reduction in \$100,000.00 funding from SLESF.

(d) Significant Crimes. In the event of a significant crime or crimes in Monte Sereno which includes, but is not limited to, kidnapping, homicide, hostage event, serial assault/robbery and/or other high level critical incident, Los Gatos will track incident time for these events. When it appears to the Chief of Police, in his/her sole discretion, that a significant crime or crimes will involve 320 hours or more of investigative hours in a year, the Chief of Police will so inform the Monte Sereno City Manager and discuss the necessary staffing levels. If the investigative hours required for a significant crime or crimes result in Los Gatos performing more than 900 hours of investigative work in a Year, Los Gatos shall provide Monte Sereno with an accounting of the total investigative hours broken down between the significant crime or crimes and general investigations and Monte Sereno agrees to pay for any additional investigative services over 320 hours for the significant crime or crimes in a year at the actual cost to Los Gatos to provide the services.

(e) Los Gatos shall provide the Monte Sereno City Manager with a monthly statement for 1/12 of the Base Rate in the monthly amount of \$59,398.92 and the same shall be due and payable on or before the fifteenth (15<sup>th</sup>) day of the month next

succeeding the month during which any such statement is mailed or delivered. All such statements shall be delivered to Monte Sereno as is specified in Section 7 (b) of this Agreement.

(f) The Base Rate set forth in 5(b) shall increase yearly based on the Average Annual Consumer Price Index for benefits for the 12-month period ending December of the proceeding calendar year plus 2%. Parties agree to use the U.S. Department of Labor, Bureau of Labor Statistics Employment Cost Index, and Benefit Index for State and Local Government Workers. In no event shall the annual increase exceed 6.0 percent.

(g) In the event of a substantive change in personnel costs to the Town of Los Gatos, including the reduction in police department workforce, such that the services provided to Monte Sereno are affected, the parties may negotiate for amended terms to this agreement.

(h) E.O.C. Pursuant to Section 2, Monte Sereno is entitled to use the E.O.C. for 240 hours within each Year of the contract. Use is defined based on any single occupancy of the facility, regardless of length of time, and subject to availability. Monte Sereno is entitled to first priority to use the E.O.C. second only to Los Gatos. In the event the need for the E.O.C. is based on a disaster or emergency that effects Los Gatos and Monte Sereno, the parties agree to work cooperatively to share the E.O.C. and the E.O.C. infrastructure. Additional use of the E.O.C. beyond the 240 hours will be billed to Monte Sereno at a rate of \$124.00 per day, regardless of length of time and subject to availability. This daily rate will increase at a rate of 3% each year.

(i) Crime laboratory fees, booking fees, and fees associated with the Santa Clara County Automated Fingerprint System (Cal ID), charged by the County of Santa Clara, or any other city, county or state agency, for incidents originally occurring in Monte Sereno shall be paid by the City of Monte Sereno, directly to the County of Santa Clara or applicable public agency and are not included in this Agreement.

(j) No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed in this Agreement.

(k) Any and all property acquired by Los Gatos under and pursuant to this Agreement shall be and at all times remain the property and responsibility of Los Gatos without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Monte Sereno shall remain the property and responsibility of Monte Sereno, except as Monte Sereno cedes such property to Los Gatos for the performance of services under this Agreement.

(l) The consideration provided to be paid to Los Gatos will not result in any surplus money and no monies shall be subject to refund to Monte Sereno at any time during or after the termination of this Agreement, unless there is overpayment.

## **6. TERM**

This Agreement shall be effective July 1, 2015 and be operative through June 30, 2025, subject to the following cancellation provision:

(a) The Town of Los Gatos commits to providing law enforcement services for a three year period July 1, 2015 – June 30, 2018.

(b) During the period July 1, 2018 – June 30, 2025 either Los Gatos or Monte Sereno may unilaterally with or without cause cancel this Agreement upon at least one year written notice to the other party.

(c) This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.

## **7. MISCELLANEOUS**

(a) No person is intended to or shall be a third party beneficiary to this Agreement.

(b) Any notice required by this Agreement shall be mailed or delivered to the Town of Los Gatos at 110 E. Main Street, Los Gatos, California 95032, Attention: Chief and to the City of Monte Sereno, 18041 Saratoga-Los Gatos Road, Monte Sereno, California, 95030, Attention: City Manager. A party's address may be modified by addressee's giving written notice of such modification to the other party calling specific attention to this Agreement.



(c) If any provision of this Agreement shall be held to be invalid, such provision shall be severable and such invalidity shall not impair the validity of any other provision of this Agreement.

(d) The waiver of either party of any violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same term or condition.

(e) In any legal action or proceeding brought for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year set forth below.

  
CITY OF MONTE SERENO

  
TOWN OF LOS GATOS

6/29/2015  
Date

6/29/15  
Date

Approved as to form:   
Town Attorney